
ANNUITIES
ON
LIVES,
AND FOR
Limited Terms *of* Years,
CONSIDERED.

Advertisement.

LANDS, Buildings, Timber, and
Artificers Work are Survey'd,
Mapp'd, and Valu'd by the AUTHOR.

1
ANNUITIES

ON

~~1028. d. 3~~
LIVES,

AND FOR

Limited Terms *of* Years,

CONSIDERED:

Being OBSERVATIONS ON

What hath been lately advanced by
divers AUTHORS, tending to depreciate
the Value of ESTATES on those Tenures.

To which is Added, A

SUPPLEMENT .

TO THE

*Gentleman's Steward, and Tenants of
Manors Instructed.*

By JOHN RICHARDS, of Exon.

L O N D O N :

Printed for J. OSBORN, at the *Golden Ball*
in *Pater-noster Row*. M.DCC.XXXIX.

ANNALS

LIVES

AND FOR

Limited Terms of Years

CONSIDERED:

Being Observations on

What hath been lately advanced by
divers AUTHORS, tending to decrease
the Value of Estates on those Terms.

By

SUPPLEMENT

TO

Observations on the Value of
Estate, &c.

By

LONDON:

Printed by J. Osgood, at the Golden Ball
in Pall-mall.

P R E F A C E.

A Great many Authors have, of late Years, made it the Subject of their Inquiry to find out the Value of Annuities and Estates held for Years absolute, and for Years determinable on Lives; among which, how few are there that have pursued the same with Views disinterested, and free from Prejudice? And in how small a Volume would all that hath been published on that Subject be comprized, were every thing to be left out which is not the Result of rational Deductions from Hypotheses in any Degree probable?

Were this Subject (as well as others) treated with no other View, but that of instructing Mankind, by discovering to them useful Truths; and did such as undertake the Task, endeavour to express themselves, and convey their Sentiments in Terms short, plain and intelligible, and suited to the Capacities of those they should inform;
A crefully

carefully avoiding all intricate and prolix Methods of Argument, in which Error is very often concealed, and the Reader imposed on by false Conclusions; I say, were the Arguments on this Subject pursued in this Manner, and with those Views; and did none undertake to write on this Point, but such as have sufficient Abilities to manage it; the Differences between Authors, which at present appear of so monstrous a Size, would soon dwindle into very small ones.

For, as to that Part of the Computation, which is purely mathematical, and strictly demonstrative, in that every body would agree. Thus, for Instance, where the annual Sum, the Rate of Interest, the Term of Continuance, (or the Ratio of a Series expressing it) are fixed, no Difference can arise about the Value of such Annuity in ready Money: And, as to Tenures for Life or Lives, which are of all others the most difficult to value, on account of the Uncertainty of human Life; yet in those, the annual Sum and Rate of Interest being agreed on, all that would be wanting to adjust the Value, would be to fix the Terms of a decreasing Series, which would express the Probability of Life, from any given Age; and this being (from the Nature of the Thing) a Matter incapable of mathematical Certainty, it would, doubtless, be of Use to the World, if (in order to fix the best Hypothesis for that Purpose) such Persons as have Leisure, Skill, and Opportunity, would (instead of cavilling

willing about it) from the Bills of Mortality, Parish-Registers, Rentals of Manors, and Stewards Accounts, from the Pedigrees of Families, Lists of the Succession of the Kings, Nobility, Bishops, &c. from their own Observations, and from all other proper Assistances, judiciously draw up and publish their Thoughts on that Part of the Subject; in which they should be very careful, that no former customary Methods of Valuation, no Views of Self-interest, or of serving any particular Set of Sellers or Purchasers, nor any other Consideration whatsoever, but that of adjusting the Series from the true Result of the Facts that they have collected, do in the least bias their Judgment, or corrupt their Understanding: And were the Inquiry pursued, with such an honest Integrity, and Search after Truth only; I am persuaded, that all our Disputes about this Difficulty would soon vanish, and such an Hypothesis might be established by Facts thus fairly represented, as would have the Concurrence of every judicious Person, who is willing to be informed himself, and who would not serve any Interest of his own by the Ignorance of other People.

But if some Differences in Opinion should still subsist, they would be small and trifling; we should not then have one Author affirm, that the best Life is equal to a Term of 14 Years only, whilst another, with an equal Air, and a

much better Ground of Assurance thinks it equal to 33 Years and upwards.

It may be objected, that whatever my Sentiments may be as to the Certainty of adjusting the Value of Lands, where the Term to be purchased, and Rate of Interest, admit of no Dispute; Experience shews that a great Contrariety arises about the Value of Tenures for such limited Terms; and that of late a vast deal hath been published on both Sides, about raising the Fines for renewing of Years, lapsed in Terms granted by Bishops, Deans and Chapters, Colleges, and other Bodies Corporate.

And indeed the Observation is very right; a great deal hath been advanced (with what Intention is very plain) tending to depreciate the Value of those Renewals; but let it be observed what inconclusive Arguments, what mean Shifts, and false Representations, what preposterous Cravings for Allowances, and what inexcusable Misapplications of Law and Equity, have those Authors been forced to fly to, for the Support of their absurd Propositions, and oppressive Conclusions? The thin Disguise is easily seen thro' by those who have studied the Nature of the Subject; and were such People only concerned in the Consequences, these Pains might have been spared; but the unravelling the perplexed Arguments, and exposing the Consequences that flow from them, the stripping them of those
Coverings

P R E F A C E.

v

Coverings which hide their Deformity from common Readers, will be of Use to those whose Interests may be nearly concerned, although their Knowledge in Calculations of this Nature may not be sufficient to detect the Fraud, and to guard them against such Impositions.

In my Gentleman's Steward, and Tenants of Manors Instructed, published about nine Years ago, I endeavoured to expose the common Methods then in Use, for the Valuation of Annuities or Estates in Lands and Houses, on the several Tenures by which they are generally held; and to establish a new Method for that Purpose, laying down such Tables as I judged necessary for common Practice; and considering the Nature of the Out-goings or Disbursements to Rates, Taxes, Rents, Repairs, and the like; and in what manner and how much the Purchaser ought to be considered, and allowed in that respect.

'Tis too common for People to be over-fond of their own Issue; I shall therefore submit to the Judgment of such unprejudiced Persons whose Abilities qualify them for that Office, whether the Attacks made on the Hypothesis I there laid down, by a late Author, hath, in the least, either destroy'd or weaken'd it.

*The Author of the Essay on Annuities hath done me too much Honour, by exposing me to
View*

View in such good Company as Dr. Halley, Mr. De Moivre, &c. He could not indeed expect that either of those Gentlemen would pass so great a Compliment on him, as to take any publick Notice of his unfair Treatment; and therefore, lest his large Tract should pass intirely un-noted, be judged it necessary to irritate some Persons of less Distinction, that by stirring up their Resentments, it might be thought that he hath advanced something worth the taking Notice of.

The Author, at first, put no Name to his Performance; yet I am now told (for Reasons best known to himself and his Bookseller) he hath thought fit to supply that Omission; but, whether Weyman Lee be the real Name of the great Man, or only a fictitious one made use of to serve his Ends, is uncertain; I rather think the latter. No one can be sure this is not the same Person, who, in the Year 1732, called himself Everard Fleetwood, Esq; and I should the rather suspect it, for that the Inquiry into Tenants Rights seems to have flowed from the same Pen with the Essay on the Value of Leases.

This (for aught I know) is the only Author that hath directly attacked my Tables, and Method of Valuation; and I shall, as well as I can, pick out of him the Objections which he represents so formidable, and after uncloathing them of the gay Dress, in which they seem designedly

P R E F A C E. vii

designedly wrapt up, and pointing out the inconclusive Arguments, by which they are supported, and the absurd Conclusions that flow from what he hath advanced, leave him exposed to his greatest Enemy, Reason and common Sense.

But here it must not be expected, that I follow this Author in his Circumlocutions, and fill up a hundred Pages with what may, with more Perspicuity, be expressed in five; this would be to follow him indeed, but would rather perplex than inform the Reader, and give him Cause to suspect that we were writing for Bread, rather than searching after Knowledge.

And for the same Reasons shall I neglect all the Author's Excursions from the Subject: Thus all that is said from Page 107 to 130, about the nominal and specifick Value of Money, and the Change of the Rate of the legal Interest; of the Diminution in Weight, and Increase in Value, of the Silver and Gold Coins; and of the Mischiefs that attend the varying the Ratio between the Value and Weight thereof, is, to say no worse of it, no more to the Purpose, than if he had inserted, instead of it, the Story of Don Quixote and the Windmill: And of the the same Use is his fine-spun Calculation of the Duration of the Credibility of human Testimony; and many other pretty Digressions, without which the Book would have been too thin for
his

his Purpose, and his profound Skill in the Art of Reasoning been less known.

When I have (as concisely as I can) dispatched this Author, I shall make some Observations, on what hath been lately advanced by another on this Subject; and as that, for the most part, turns upon the Estimation of the Value of Leases, granted by Bishops, Deans and Chapters, Heads and Fellows of Colleges, and other Societies, and of the Renewal of Part of the Terms lapsed in such Lease, I shall endeavour to set that Matter in a true Light.

ERRATA.

Page 12. Line 29. read, for *a* Term. p. 46. l. 10. read, nothing at all. p. 47. l. 9, 11, 25, 26; and again, in p. 48. l. 1, 3, 5, 8, 10, and at some other Places, the Decimal Parts stand too far distant from their correspondent whole Numbers; thus, 17, 20 — 13, 01, should be thus expressed 17,20—13,01, &c. p. 55. l. 4. read Value for the Lapse. p. 60. l. 28. dele *are*.

THE

T H E
E S S A Y

To Ascertain the Value of

LEASES and ANNUITIES,

CONSIDER'D.

THE Method proposed by this Author in pag. 2. and which he afterwards adheres to, for computing the Value of Annuities and Leases on Estates, for Life or Lives, is by reducing the same to a Term for Years certain, and estimating them as such.

On the contrary, the Hypothesis, which I formerly advanced, and which I still insist on as a rational one, is, to consider the Continuance of Life from any given Age, for 1, 2, 3, 4, 5, 6, 7, &c. Years, to the Extremity of old Age, as a Series of Chances, decreasing in Value as the Years increase ; and the Sum of those Values (Interest at any given Rate discounted yearly) in ready Money, as the whole Value of the Annuity expectant on such a Life.

B

These

These are the general Methods of Calculation, which we have severally laid down; and I believe, I may take it for granted, that the Author, by his *Term of Years certain*, means much the same Thing which I do by *The Sum of those Values*. Which of us hath pursued the best Method to come at the Value of this Series, must be left to the judicious Reader: I believe both may be amended, and have hereafter given some Hints to that Purpose.

This Author hath taken great Liberties (in many Places of his Book) to expose Mr. *de Moivre* and myself, alledging, and endeavouring to make the Reader believe, that the Result from my Tables made by his Rules exhibit the Continuance of Life to be longer or shorter in Proportion to the Rate of Interest that the Computation is made at. The Truth or Falsity of this Assertion (which is often repeated with a vast deal of Triumph) will appear when I come to consider it hereafter, where it falls in my way: At present, I shall only take Notice that the above-mentioned Series laid down by the Author and myself, being the same, (as in this Case it is supposed to be) all that follows in the Calculation is purely numerical; and if by a Process of that kind on the same *Data* any two Authors should differ in the Results, the World would very justly pronounce one or both of them egregious-Blunderers.

In pag. 4. the Author begins with considering the Value of Estates for Years, and lets us know what (in his Opinion) ought to be reckoned

koned among the Allowances to the Tenant; Rates, Taxes, Repairs, and Casualties (which doubtless ought to be duly regarded) do not content him: He thinks the Tenant must be allowed for assuring the Rent, and for paying it in; and not only so, but for his Trouble in managing the Estate: Which in plain Words I take to be, The Tenant that takes a Lease for Years, ought to deduct his Charge of Ploughing, Sowing, and Manuring the Land, looking after his Workmen, going to Market with his Commodities, and to Fairs with his Cattle; Hedging, and Fencing, to preserve the Inclosures, attending his Landlord at his House, and the Steward at the Leet, drinking *October* with the former, and eating roast Beef with the latter: And after all these Attendances and Expences are deducted out of the Sum which a Rack-Renter, that takes upon him all this at his own Charge, can afford to give for the Estate, (which and only which I take to be properly called the *Yearly Value*) then he thinks the Remainder may be called and reckoned a *Clear Annuity*, or neat Produce, which he proposes that his Purchaser shall lay out his Money in at a Discount of 6 *per Cent*. But why at so large Interest I do not know, unless those Charges and Out-goings, or some other Part of them, be once more to be brought into the Account.

Surely it cannot be necessary to shew the Unreasonableness of these Cravings; the bare exposing them naked will be sufficient to

guard the Reader against such voracious Locusts, whenever they come in his Way again.

In pag. 14. is handled an Instance given by a reverend Author by way of Comparison between Purchasers of Lands in Fee, and for a Term of Years. The Case, as put by the reverend Author referred to, stands thus :

A Purchaser in Fee gives for an Estate of 100 l. a Year ————	} 2000 l.
A Purchaser for 21 Years, for an Estate of the same Value ————	} 1200 l.
The latter hath an Income equal to the other, and Cash in Hand ————	} 800 l.
This Cash at 5 per Cent. Simple In- terest, in 7 Years, will produce ————	} 280 l.
If he gives for that Renewal 2 Years and half Value, viz. ————	} 250 l.
He will still be a Gainer (more than the Freeholder) by ————	} 30 l.

Our Author, conscious, I suppose, that his Predecessor, the Author of the *True Estimate of Leasehold Estates*, had not sufficiently overthrown this Conclusion, takes upon himself to shew not only that the Lease-holder hath not a Better, but that he hath a much Worse Bargain, than he that lays out his Money in Fee Simple.

And here he is so civil as to wave a great many very potent Arguments, and is at his Allowances again; which, if admitted, will doubtless bring about his End upon any Emergency ;

gency ; he does not take any Advantage of this, nor of the Improvement that a Fee-simple Purchaser may make in 20 Years Time, by breaking up Meadow and Pasture Grounds, (*that is, by committing Waste and Destruction*) and by cutting of Timber (*that is to say, Timber of twenty Years Growth ; for he hath had the Estate no longer, and the valuable Timber upon it at the Time of Purchase, he bought for a valuable Consideration with the Lands*). He puts the whole Difference on this single Point, *viz.* the Rise of Lands in the Purchase, within this Compass of Time.

And now, to set forth the Author's Judgment, Candour, and Integrity, give me Leave to shew how he manages his *fair and plain Computation*, to suit it to every Man's Capacity.

— The Fee-simple Lands valued at 4 <i>per C.</i>	}	500 <i>l.</i>
are worth more than the same when valued at 5 <i>per C.</i> by 5 Years Value—		
The Lease-hold for 21 Years, valued at 4 <i>per C.</i> are worth more than the same when valued at 5 <i>per C.</i> by 1 $\frac{1}{5}$ Year's Value	}	120 <i>l.</i>
_____ — — —		

Ergo, The Purchaser in Fee would gain by laying out his Money, more than the Purchaser of the Term, if both to be sold again, within 20 Years — } 380*l.*

Now

Now if this Proceſs *be* a fair and plain one, I am ſure it is not ſuited to my Capacity; and the Author muſt excuſe me, if I unravel this egregious Sophiſtry.

Interest of Money in the Space of 200 Years fell from 10 to 5 *per Cent.* Hence in a Medium it hath fallen 1 *per C.* in 40 Years; and conſequently about Half *per C.* in 20 Years.

And hence 2000 <i>l.</i> laid out on Land	}	222 $\frac{2}{9}$
in Fee, will in 20 Years gain —	}	
By the ſame Way of arguing, 1200 <i>l.</i>	}	60
laid out in Leaſe will gain —	}	
		162 $\frac{2}{9}$
The Difference is ——— ———		

But the Author's *fair and plain Computation* hath one Fallacy more in it: For, by the Rule of Proportion, As 2000 *l.* Stock is to 222 *l.* $\frac{2}{9}$ Gain; ſo is 1200 *l.* Stock to 133 *l.* $\frac{2}{3}$ Gain. By this Analogy it appears, that if the Leaſeholder had gained 73 *l.* 13 *s.* 4 *d.* more, he would gain as much in proportion to his Money laid out, as the Purchaſer in Fee. And there ſeems to be a pretty wide Difference betwixt this and 380 *l.* I deſire that this may be placed to the Account of the Author's Fairneſs, or his Ability in Numbers, as the Reader thinks fit.

I cannot forbear ſaying, that this reverend Author, whoever he was, deſerved much kinder Treatment, in relation to this Inſtance, than he hath met with either from the Eſſay-Writer, or the Author of the Eſtimate; for I think he might have

have stated it in a much more advantageous Light, and have proved his Assertion without laying himself open to this Objection.

The Author goes on bandying about this Instance, as far as pag. 28. and then declares that after all 'tis nothing to the Purpose; which must be acknowledged to be a very great Encouragement to his Reader to follow the dim Light of such a Phantom another Time.

I don't know where this Author lives, that he knows so little of Money's being assessed to the King's Tax, nor what he means, pag. 32. by his Hammer and his Anvil; surely if a Person have Money at Interest, he may be taxed for it; but if he lays it out in an Estate, he cannot be taxed for the Money he hath not: It is here insisted on, that the Leasehold Purchaser ought to clear as much Interest for his Money, as he might have had elsewhere; but this, I think, is a little equivocal; for if the Estate purchased be a better Security for his Money *than he might have had elsewhere*, I see no Reason why he should not be content with a lower Rate of Interest.

I have taken Notice of the Author's Cravings for Allowances before; and now in pag. 35. you are entertain'd with some of the Fruits which they produce; for, exclusive of the Rent reserved, we are told, that good Authority, confirmed by long Experience, hath made it appear that 30 *l.* a Year, at least, goes out of an Estate of 100 *l.* a Year. If this be true, I dare say, the Trouble of paying and Hazard of assuring
the

the Rent, the Trouble of managing the Estate; and manuring the Land, must be brought into the Account : And after all, to make the stated Example speak to his Purpose, the Purchaser, without ever consulting his own, or applying to the Judgment of his Friend, very tamely gives 1176 *l.* for a Lease of 21 Years on this Tenement: And would have given the same Money, if the Incumbrances had been as much again; provided the Example would not otherwise have answered the Author's Drift. And this being taken for granted, the Author finds out by his great Wisdom, that this Fool of his own Creating is choused, and hath not 3 *per Cent.* for his Money; surely, while his Hand was in, it had been very easy for him to have made him lay it out at one *per Cent.* or less, if he had thought fit.

I confess, 'tis very badly worth while to follow the Author in those wild and extravagant Arguments; especially where he is really contending with nobody. In pag. 40. he tells the Particulars by which he makes up the Disbursements 30 *l.* a Year; and he thinks that to bring them to that Height, the Article for managing the Estate must be taken in: And, notwithstanding all that he had learnt by long Experience, and great Authority, and which he was so positive in the Truth of just before, he now reduces the Out-goings, Charges and Contingencies to 20 *l.* *per Cent.* And no further off than pag. 46. they grow up again to 30 *l.* of which 5 *per Cent.* is for letting the
Estate

Estate, and receiving the Rent ; and another 5 *per Cent.* for an Insurance from Fire, and other Accidents: And in the next Page he plainly insinuates, that I have, tho' in another Manner and Method of Computation, made an Allowance to the Tenant for managing and assuring the Estate. I hope the Author will not take my denying the Truth of this, as a giving him the Lye ; for I would not affront him here, because I have the Favour of a few good Words of him for a Page or two.

Whether or no I have taken a right Method of computing and deducting for those Allowances, is the Next thing that offers ; and it is objected, that if they are to bear a less Rate of Interest than that of the improved Rent, some very odd Consequences will follow: Particularly, a Lease for a Long Continuance may be of less Value than one of a Shorter, on the same Estate, and that not only where the Out-goings for Repairs or Casualties are great ; but in all Cases where the Allowances are, to a certain Value, of what Kind soever they are. This is, I think, the Strength of the Objection ; and to support it, an Instance is proposed, where out of an Estate of 100 *l.* a Year, the Landlord hath reserved 80 *l.* a Year Rent ; Here, says the Author (tho' the Landlord should take the Rates, Taxes, and Repairs upon himself) yet a Term of Seven or Fourteen Years, would be Better than that of twenty-one ; and a Lease for Thirty-one Years would be worth nothing at all.

To set this Matter in a true Light, it will be necessary to repeat the Method of Computation recommended by me, in my *Gentleman's Steward instructed*. I have considered the improved Rent which an Estate is, or ought to be lett for, (the Tenant not to be allowed any thing as a Disbursement, except actual Payments to Rates, Taxes and Repairs) as an Annuity coming in to the Landlord, for which he hath a Security on the Stock and Effects of his Tenant; out of which Rent the Landlord must pay out or allow an Annuity to the King, the Poor, the Church, and for Repairs: For which Payment the whole Estate is a Pledge or Security: And as the latter of these Securities is better than the other, so no Doubt but it ought to carry a less Rate of Interest. To apply this to the Instance above-mentioned: The Author hath computed the 100*l.* Annuity at 6 *per Cent.* and the 80*l.* at 4 *per Cent.* and so the Result turns out to be as he says, *viz.* That an Estate held for 31 Years on these Conditions, if Interest be computed at 6 *per Cent.* for the Rent, and at 4 *per Cent.* for the Out-goings, will be worth nothing.

But that those Rates of Interest are the Author's Choice, and not *mine*, is very plain; for since what I all along contend for, is, that the Rate of Interest should bear a Proportion to the Security for the Principal; I should be glad to know why the Security for 80*l.* a Year (and perhaps 15 or 20*l.* more in Out-goings) should
be

be deem'd 2 *per Cent.* better than that for 100 *l.* a Year, on the very same Estate.

This Representation is unfair; for from pag. 50. to 57. I have made it my Business to guard against such Cavils, by shewing that the Rate of Interest of both Annuities, are, and ought to be, discretionary. The Reader must take Notice here, what an extravagant Supposition the Author hath recourse to, in order to raise an imaginary Inconsistency: *Wiseacre* must be brought to give his Landlord a Fine or Premium in Hand, that he may indemnify him from Rates, Taxes and Repairs: Were I to value such an Exemption, I should consider the 100 *l.* Annuity at 6 *per Cent.* and that of the 80 *l.* at about five and a half; and then I believe it will appear, that the Value of a Lease for a Term of a great Length, will continually increase as the Term does.

In pag. 53. the Reader is again imposed on, by an Insinuation that I admit of his Cravings for Allowances, and that in common the Result of the Author's Computation and *mine* will turn out to be the same Thing, or very near it, and therefore no great Matter which of our Methods is adhered to. In the next Page he acknowledges that "Tenants very often oblige themselves to bear those Burdens, *viz.* To pay the Taxes and Repairs, to pay their Rents at a Place and Time fixed, and to manure the Estate, and stand to all accidental Losses and Disappointments: But then they have always (or ought to have) a Compensation for it;" that is, (if I understand

the Meaning of the Author) a Man should not give so much for an Estate, if he is to pay its Out-goings, and to be at the Expence and Charge of Dressing the Land, and of Tilling and Sowing his Corn, of Mowing and making his Hay, of buying and selling his Cattle, and other Commodities; as he would, if his Landlord were to be at all this Expence.

What is all this intended for; but to try if any body be weak enough to believe, that some People, in valuing Estates, call the gross Produce thereof the yearly Value? I challenge the Author to produce one Instance, where the Landlord takes upon him the Expence of Management, and to make Satisfaction for Casualties and Losses by an inclement Season, the Death of Cattle, or the like: A Tenant, who rents a Farm, must, by his own Labour and Management thereon, get a Maintenance for his Family, and provide *somewhat* for Futurity; but how can he do that, if the Rent he pays be as much as the Land (inclusive of his Management) produces? If this be not the Author's Meaning, but by *Yearly Value* he should understand, as every other body does, the Rent that a Tenant can afford to pay home after those Charges are satisfied; then why should the Leasehold Tenant, who purchases the Estate for Term, crave any Deduction? I think this Matter hath not any thing in it, that is difficult or obscure; and nothing could excuse my saying so much about it, but that the Reader may be assured I do not agree with the Author (as he pretends

pretends I do) in a Demand so senseless and unreasonable,

In pag. 62. the Reverend Author's Supposition before-mentioned is again resumed, and employs the Author for about 16 Pages, to very little Purpose: I think the Reader cannot be in much Danger of being misled, by any thing he'll find in that waste Paper; And therefore shall leave him to put it to what Use he pleases.

In pag. 79. The Author begins the Enquiry into the Value of renewing of Years lapsed in an Old Term; and after 4 or 5 Pages fill'd up with Words which have no Meaning, States and works up an Example by Three different Methods, one of which he fathers on me, and this is not the First nor Second Time that he hath endeavour'd to make my Rules countenance his Absurdities: In his Case stated he supposes the Rent reserved near as much as the clear Produce of the Estate; in which Case (as I before observed) my Method is to reckon the Interest for the Out-goings, pretty near equal to that for the whole Rent: But this well-meaning Friend of mine puts a quite different Construction upon me, and (as before) says, that my Method is to reckon them at 2 *per Cent.* less; I have at large complained of this Usage already, and to repeat my Complaints as often as he gives me Occasion, would be to agree with the Author in his Tautology, and to render my Observations as tiresome and useless as *his*.

In

In pag. 89. 'Tis boldly asserted, that when the Out-goings in Rent, or otherwise, is about $\frac{1}{8}$ of the whole Value, (that is about 60 *per C.*) then One Year's Value (by which I suppose he means 100*l.*) is a just Fine for renewing a Lapse of 7 Years out of a Term of 21. And who does the Author apprehend he is contending with now? Is not this saying the same Thing with what his greatest Adversaries contend for? Is not 100*l.* the Amount of $2\frac{1}{2}$ Years Value, where that Value (as here proposed) is but 40*l.*

From thence to pag. 99. we are entertained with Reasons why the Land-Tax should be allowed; a Sketch of what Fines Lay-lords usually take for Renewals; and a Representation of Facts not true, and of no Use to the Author's Scheme, if they were.

After the Ecclesiastical and Collegiate Lords have been thus huff'd, and snarled at, for about 20 Pages, and told that they have as much or more than they deserve, the Language is chang'd: For, in pag. 99. they are (like pretty little Masters) chuck'd under the Chin, and told, that "*'Tis really a Grievance: But, alas! how is it to be removed? If you let the Terms run out, you'll find a less Profit than you do now. They will not produce more than Two Thirds of the improved Value; and as now managed, they must produce more than a Moiety of such Value; and pray, why should such as you refuse to take Louisd'ors for Jacobus's: Besides, Reverend*"
 " Sirs,

“ Sirs, we of the Laity know, that you are in
 “ a publick Capacity, and a great many of you
 “ are poor, and can but badly subsist without
 “ those Fines; and if *you should* stand out,
 “ *your Successors* would overthrow all again:
 “ they would then have the Benefit of your
 “ Right, as well as that of *their* Successors by
 “ granting new Leases. To hope that the
 “ Legislature will do any thing to put a Stop
 “ to the Iniquity of Fine-taking, is vain and
 “ groundless; for this would be to hinder a
 “ Person from anticipating and taking into his
 “ Hands the Property of his Successor.

“ Besides, Gentlemen, why should you com-
 “ plain that your Predecessors have granted
 “ away your Right; When you know they had
 “ nothing for it? ’Twas thrown into the Bar-
 “ gain and only of Use to them to put off their
 “ own: Why, you have the Privilege to use
 “ your Successors in the same Manner; and
 “ what great Matter is this? You are *Strangers*
 “ to them that went before you, as those who
 “ shall succeed are to You; Pray, Gentlemen,
 “ don’t the Laity do the same Thing, and even
 “ where their own Issue are affected by it?
 “ ’Tis true, they are not such Fools to give it
 “ away, and that Issue of theirs have the Be-
 “ nefit arising by it; but ’tis not for my pre-
 “ sent Purpose to take Notice of that, because
 “ perhaps you’ll be apt to think, that makes a
 “ Difference. As to your Right Reverends,
 “ and Venerables, and some other Members
 “ of your Societies that are rich, they may,
 “ by

“ by way of Munificence, do something for
 “ the Benefit of Society : But I hope nobody
 “ will insist upon raising the Fines for Re-
 “ newals of lapsed Terms : That would be
 “ very hard ; for the Lay-Tenant hath held
 “ them for many Years, and *always* renewed
 “ for about one Third of the real Value of the
 “ Renewal : And truly, I think, that Person
 “ who will not believe that one Third of the
 “ real Value of any Thing is as much as that
 “ Thing is worth, must be abandon’d to all
 “ Sense and Reason.”

This I take to be a just Paraphrase on what
 the Author hath said, upon the Subject of re-
 newing Lapses in Church and College Leases ;
 and as to what follows in this his first Book
 about the Value of Money, and its Weight ; It
 being not at all to the purpose, I shall wave it,
 and proceed to his Second Book.

This Book (after telling what and how we
 are to learn by it) begins with finding Fault
 with Dr. *Halley*, on account of his Tables of the
 Probability of Life ; and the great Objection is,
 that the Terms to which the Value in the
 several Periods of Life are correspondent, do
 not vary by proportional Degrees.

This Objection, or *chief Exception*, (as the
 Author calls it) hath in my Opinion no Force
 at all in it, unless it be to be taken for granted,
 that the Chances of Vitality (as the Gentleman
 delights to express it) keep Pace with the
 Years of Life : But is there any thing more
 obvious than the contrary of this ? Are not some
 Periods

Periods of Life more fatal than others? Is any thing plainer, than that Death makes greater Havock on Persons of some particular Ages, than on those of others; and that those Periods do not immediately succeed one another? How dogmatically soever the Author hath affirmed, that the Facts cannot be accounted for by any thing that ever happens in Nature, I think, that nothing less than better Evidence from Reason and Experience, than that which the Doctor was furnished with from those Bills of Mortality, should influence the Judgment of any body against his, in Favour of this Author's Hypothesis.

The Cavil on this Head is continued as far as pag. 154. and the Author by his unintelligible, prolix Way of Argument, hath taken a great deal of Pains to render the Matter obscure, and hath advanced a great many Inconsistencies, as the Consequences of the Doctor's Hypothesis, which in Fact flow only from his own imaginary Notions of the gradual Decrease in Value, thro' the several Periods of Life. It is not worth while to take Notice, how the Author hath afterwards taken upon him to amend this Scheme, by proposing two Methods of his own, very different from one another; one of which is liable to the same Objection with this; And the other, contradictory to the Facts exhibited by the *London* Bills of Mortality, as well as those of *Breslau*; and proceeding on such a decreasing Scheme as is perfectly whimsical, having not the least Foundation in Nature.

D

This

This brings me to the Page, where the Objection, which I took Notice of before, against my Tables, is first mentioned: For here the Author affirms, " That the Tables necessarily must be
 " wrong, because at different Rates of Interest
 " they give us such a Value of an Annuity for a
 " Life, as does in Fact make the same Life
 " equal to a different Term of Years."

I am sure the Author will not deny his Meaning to be this, *viz.* That taking out of the Table of the Value of an *Annuity for Life* the Years and Parts answering to any particular Age, (which let be 7 for Instance) under the several Rates of Interest, and again seeking in the Table of *Annuities for Years*, the same Years and Parts under their respective Rates of Interest, the Number of Years correspondent to them will be different*.

Example.

In Table 4. of my *Gentleman's Steward*, &c.

A Life of 7 Year old, at	4.	5.	6.	7.	8.
Is worth ———	17.32	15.30	13.42	11.79	10.69
Those Years and Parts found in Tab. 1. under their proper Rates of Interest shew, in the first Column the Number of Years certain that each corresponds to ———	30.17	29.5--	28.4--	25.8--	25.1--

* N.B. My Error in the *Gentleman's Steward*, pag. 81. occasion'd by taking the Matter in this View, I shall retract hereafter in the Supplement to this Tract.

Thus

Thus having explained the Objection, and put it in its full Strength, let me examine whether the Charge against the Tables, *viz.* *That they therefore must necessarily be wrong*, be well grounded, or no?

The Author, pag. 157. takes it for granted, that he who hath an Annuity for the Life of a Person, hath it for so many Years as that Person lives; and surely, if this be not self-evident, nothing can be so: But the next is almost self-evidently false; for the Purchaser doth not buy it for so many Years as the Persons shall or may *probably* live; but he doth, or should buy so many *Chances* as he hath any valuable Probability of enjoying.

And now give me leave to advance a Principle that I believe nobody will controvert.

The Value of any Thing on the Chance of a Person's living One Year, is more than that on his living the Second, and that on his living the Second; is better than that on his living the Third; and so on. Let it be granted.

The Right to an Annuity, expectant on the Chance of a Person's living from the Age of 100 Years and upwards, is of small and inconsiderable Value, and may in these Calculations be disregarded.

This Postulatum, I presume, will not be deny'd; But if it be, let it instead of 100 Years be set to any other Period, the Argument will not be affected by it: And from the Premises, I think, will plainly follow this

COROLLARY.

An Annuity for a Life of a given Age is express'd by a Series of Probabilities equal in Number to the Number of Years from the given Age to 100, and decreasing in Value (according to some determinate Ratio) as the Years of Life increase.

My Adversary will surely allow this Corollary to be true; if he does not, I think, it is not to any Purpose to take any Pains with him; But if he does, then he must also allow, that
 “ The Value of such an Annuity is express'd
 “ by a Series of the present Values of the former Series, Interest being discounted at a
 “ given Rate for each particular Sum to its
 “ Time of Payment.”

And now, methinks, the Author should see the Impossibility of reducing this Series to a Number of Years certain, and valuing it as so many equal Payments by any rational Method. 'Tis true a Person may *compound* for the Value of the Chances in his Way, but *compute* it he cannot.

If I were contending with a Person capable of apprehending an Algebraical Process, it would be easy to convince him of the Truth of what I have asserted; but as he hath disclaimed any Knowledge that way, and declared a very mean Opinion of any Deductions that arise from such Arguments, it is not on his

his Account, but to satisfy such Readers as are more used to, and therefore have a greater Regard for, such close and conclusive Reasoning, that I make the following Scrutiny into the Truth of what we have both advanced on this Head.

Let the Enquiry then be about an Annuity on a Life, which hath no valuable Expectancy of living more than five Years.

And let it be supposed, that the Contingency of the five several Payments are justly expressed by this Series, *viz.*

The first ---,9
The second --,8
The third ---,6
The fourth -,5
The fifth ----,2

Total 3. 0.

And now if the Amount of 1 £ . in a Year at any Rate of Interest be made equal to r , the Value of the foregoing Series will be in

$$\text{ready Money} = \frac{.9}{r} + \frac{.8}{r^2} + \frac{.6}{r^3} + \frac{.5}{r^4} + \frac{.2}{r^5}$$

It will give me no Concern, if the Author I am contending with should deny the foregoing Postulatum, or this Consequence deduced from it; since every Person that understands it, will readily and at first View admit both.

Next, let me state this Matter according to the Author's Method of Valuation; And here the Sum of the Contingencies must be the same with those before, that is they must be

$$= 3;$$

$= 3$; for this is taken for granted by both of us.

Then, by his Method, the proposed Annuity is to be valued as an Annuity for 3 Years certain, Discount allowed at a given Rate of Interest. Let r be as before, and then

$\frac{1}{r} + \frac{1}{r^2} + \frac{1}{r^3} =$ the Value of his Annuity in ready Money.

If both these Theorems be true, then

$$\frac{.9}{r} + \frac{.8}{r^2} + \frac{.6}{r^3} + \frac{.5}{r^4} + \frac{.2}{r^5} = \frac{1}{r} + \frac{1}{r^2} + \frac{1}{r^3}$$

Which being reduced is, $.1r^4 + .2r^3 + .4r^2 - .5r - .2 = 0$.

The only Value of r in this Equation (that can be applied to this Purpose) is 1. And hence, if both the above Methods be true, the Value found by them can admit of no Discount at all; And this was before very judiciously expressed by Mr. *de Moivre*, in his Preface, pag. 6. where (to obviate this Objection, which he was aware might be started by such Persons as this Author, who because they cannot understand a Mathematical Demonstration, are apt to depreciate it, and advance the senseless Chimera's of their own Brain in Opposition to it) he says that "No Estimation can be made of the Expectation of Life, but as 'tis compared

“pared with an Annuity that admits of no
“Discount.”

Lest the Author should think that the above Theorem, however true in itself, may admit of other Values of r , that will suit his Purpose: Let me for once suppose the Rate of Interest to be allowed the Annuitant, that of 5 *per Cent* then will $r = 1.05$. And if the above Equation be wrought out by this Value of r , it will tell the Author that 1 is equal to 1, 262625 &c. And surely, his Understanding must be very bad, if he cannot discover the Absurdity of this; and the like will follow from considering any other Rate of Discount whatsoever.

I might very easily shew, that let the Ratio of the Chances or Probabilities be what it will, the Co-efficients to the *Negative Terms* in the Theorem, will always be equal to those of the *Affirmative ones*; and consequently r will be $= 1$. But perhaps the Reader will think that I have already spent more Paper than is necessary upon this Subject; however, as the Author builds his whole feeble Structure upon this very sandy Foundation, and is in many Places so immoderate in his own Praises, and in his Triumphs for his supposed Victory; It was necessary to shew the Fallacy of his Scheme; and let me once more appeal to the intelligent Reader, whether by my Hypothesis, the Purchaser doth not actually buy the Contingency that he enjoys, *viz. A Series of Chances equal in Number to a certain Number of Years,*
and

and decreasing in Value by certain Differences For every Term of which Series he hath a Discount at a Rate of Interest agreed on, until the Time that it becomes due. And on the contrary, Is it not very plain, that by this Author's Way of stating the Value, the Purchaser doth not buy the Chances which he is to enjoy, but instead thereof an Annuity for a certain Number of Years; which he takes by way of Composition: And in discounting Interest considers the Value of the Sum expectant at the End of the first Year, as equal to that expectant at the End of the twentieth Year, although the real Value of the former is perhaps five times as much as that of the latter.

I am not at all surprized that the Author denounced War with every body that hath treated of this Subject; for as he set out on such fallacious Principles, no wonder that his Computations would not agree with any others. Error is very prolifick, and the Performance I am considering is a flagrant Instance of it: For, in short, this single Blunder influences and quite invalidates the whole Work; And yet the Gentleman is so full of his Abilities, and on the Success of having, as he thinks, discover'd an Inconsistency in Mr. *de Moivre's* Rules, that his Vanity becomes as intolerable as his Ignorance.

From pag. 158. to 190. Dr. *Halley* and Mr. *de Moivre*, are Objects of his Fury; and sad Work he makes with them, not forgetting now and then to have a Fling at the Consequence

quence of different Rates of Interest shewing different correspondent Terms; and boldly asserting, that there can be no Method of adjusting the Value of an Annuity for Life, but by computing it as a Term of Years certain: And p. 171. he cannot conceive, why the Dr. deserts that easy plain Method of Calculation, and pursues another that is long and laborious. I hope when the Reader hath consider'd what I have before said on this Head, he will very plainly see a Reason for Dr. *Halley's* so doing; which doubtless was on this just View; *viz.* that the former is a *Wrong*, and the other a *Right* Method of computation.

From p. 190, to 233. we are entertained with a long unintelligible Argument, about loseable Days in every Year of the Term's Continuance; wherein the Author shews his Skill in the Doctrine of Chances to be equal to that in the other Branches of Mathematicks: For he goes on playing Dr. *Halley's* several Propositions one against another; and because he is not capable of understanding the Dr. accuses him of a great many Inconsistencies: Poor Man! he cannot see that the Chance of a Man's dying in the Year 1740, is worth any thing, unless, and until, he hath lived out the Year 1739; which is as much as to say; If a Man is entitled to the second Prize to be drawn in a Lottery, his Chance is worth nothing, until the first is actually drawn: Is it to any Purpose to argue with this Gentleman!

In p. 233. He begins to encounter another Adversary, who hath advanced, that *The best Life is equal only to a Term of 14 Years*; Tho' this Position be a little too gross for our Author's Stomach, yet he professes that the Author hath some *very good Thoughts on the Subject*, in which he readily concurs with him: I think he does not any-where particularly mention what those *good Thoughts* are, and therefore leaves the Reader to guess at them.

And surely it cannot be very difficult to guess from the main Drift and Design of both these Authors, in what it is they concur so amicably: For this Author, from p. 6, for about 120 Pages, and *The Author that he refers to*, thro' his whole Performance, have both laboured very hard, to run down the Proprietors of Church and College Lands.

I have taken Notice in its proper Place, what this Author hath advanced, and intend to consider the other hereafter: And for that Reason shall wave it here. After our Gentleman hath treated this friendly Adversary of his with a great deal of Ceremony, and good Manners, as one that was unwilling to differ with a Person, who was pursuing the same laudable Design with himself; He fills up about 26 Pages, to shew that, in his Judgment, his dear Friend was a little mistaken, and that he ought to have reckon'd a good Life at a little more then 14 Years Continuance: And in this amicable way, his Friend
leads

leads him by the Hand (I thank him) to the End of his Second Book.

Where the Author begins with telling the World, that *Mr. Richards's Performance is no better than any of the rest*; and is angry that it should be introduced with such Pomp and Solemnity, and the Tables be said to be framed by a Mathematical Rule.

This is not the first time that the Author hath mentioned Rules, built on Mathematical Certainty, with Contempt, and dealt more freely than becomes him, with the Authors or Inventors of them, whom he here calls the *Father and Grandfather* of Errors very gross and extravagant.

I am so far from thinking my Performance better than the rest, that I am conscious of a great many Errors and Imperfections in it: And particularly am ready to acknowledge, that the Instance pick'd out by the Author is One, and, I hope, the greatest that is there to be found: And I take this Opportunity to correct it: [*It is in p. 98, under 5 per C. and for the Ages 12, 12, 12. let it be made 19, 13. and let the Numbers under it be likewise corrected as I hereafter direct in the Supplement.*]

I am far from blaming the Author for this Rebuke; on the contrary, he would have deserved my Thanks, if he had subjoined the Excuse which he himself makes for me, in his p. 389. viz. that such an Error might arise from Equating between the Two Rates of Interest, 4 and 6 per Cent. But his not

taking Notice of this Excuse, until he had led the Reader thro' a Labyrinth of Perplexities for 130 Pages, (enough to destroy his reflective Faculty) is not a very candid Usage: Neither is the Error itself of so monstrous a Size as to destroy the Reputation of the whole Calculation; for it amounts to no more then $\frac{2}{5}$ of a Year's Value, and the Detriment that a Purchaser can possibly receive thereby is not more than a Guinea upon 50 *l*. But had it been much greater, why should it give the Author such a Surfeit, so that he should never after be able to digest the Rule by which the Tables were made? or why should he in the very next Paragraph fall so inhumanly on Mr. *de Moivre*, and charge him (who only laid down the Method) with the Errors and Imperfections of the Calculations? To make but one Step from a Consequence, in forming a Judgment of the Truth or Falshood of a Proposition, is doubtless bad Logick as well as Mathematicks; but for any Person to pronounce such Judgment, who perceives at the same time that the Consequence doth not flow from the Proposition, but from an Error in some intermediate Link of the Argument, deserves a worse Name.

I cannot think it necessary to defend my Tables against the Objection raised in p. 269. Our Author knows very little (even less than I before thought he did) of Calculation, that cannot account for the small Errors he here complains of. Was it necessary to run the Tables to more than 2 Places of Decimals? And will

not

not Errors unavoidably happen in the right-hand Figure? This is Hint enough to any body that knows any thing of the Nature of the Calculation; and I am not much concerned to illustrate the Matter to such Authors as will be talking out of their way: Only here again I desire it may be placed to *my Account*, and not Mr. *de Moivre's*; for it certainly does arise from a Defect in the Calculation, but then it is such an Imperfection as is not very blameworthy; it does not amount to $\frac{1}{10}$ of a Year's Value, which was the utmost Perfection I aimed at, or pretended to.

I am again attacked by the Author, p. 270: with the Nonsense before-mentioned about the Length of the Term, when compounded with different Rates of Interest: If what I have before said about this, does not convince him of his Blunder, 'tis, I think, impossible to make him sensible of it; and so let him indulge himself in his Ignorance, since it pleases him: And as he says, p. 277. leave Mr. *de Moivre* and myself (who, I believe, understand one another better than he does either of us) to accommodate the Matter between ourselves.

His Skill in Survivorship, and the Marrow of all his most profound Learning, from p. 266 to 370, are fully display'd: And all that he there advances will stand or fall on the Truth or Falshood of this single Proposition; *viz.*
 “ The Value of an Annuity on the Lives of any
 “ Two Persons, and the Survivor of them, is
 “ found by subtracting the Value of their Joint-
 “ Lives

“ Lives from the Sum of the Values of their
“ Lives singly taken.”

And methinks I should be able to explain the
Truth of this Proposition so as to convince
every Person whatsoever, endued but with
common Sense and Reason, of the Truth of
it; to do which let me assume;

Two Persons A, and B. of equal Age,
hold an Annuity of 10 *l.* in equal
Shares, for the Term of their Joint-
Lives, and the Whole to the Survivor
of them.

Postulata: { 1. Let it be granted, that the Life
of each, singly taken, is worth 10
Years Value; And,
2. The Right on their Joint-Lives
is worth fix Years Value.

It is very plain then, that the right of A, during their Joint- Lives being 5 <i>l.</i> a Year, is worth to be sold 6 Years Value. <i>viz.</i>	} 30 <i>l.</i>	The Life of A singly taken, being 10 Years Val. this must be true; for else the whole is not equal to all its Parts.
And the Value of the Chance of A's Sur- vivorship must be 10 <i>l.</i> a Year at 4 Years Value; <i>viz.</i>	} 40 <i>l.</i>	

By

By the like Argument the Right of B. will be found of the same Value, *to wit*, 70 l. Hence 'tis plain,

The Value of the whole Annuity is 140 l. that is, 14 Years Value; that is, 6 Years the Value of their Joint-Lives, subtracted from 20, the Value of both their Lives singly taken.

Or, if this be not sufficiently evident, take it thus:

The Value of each Life, singly taken, is _____ 10 Years }

That on their Joint-Lives is but 6 Years; and therefore, the above Value is *lessened* by the Hazard that one of the two Persons *may die sooner*. } Years 4

And surely it cannot be deny'd but the Value must be equally *increased*, by the Probability that one of the two Persons *may live longer*; viz. } 4

Hence I think 'tis plain, that the Value of the Annuity, to continue till both the Lives are dead, is worth 14 Years Purchase, altho' the same, to continue only till one of them dies, is worth no more than 6 Years Value.

If I should fill up 100 Pages more on this Argument, as the Author hath done, I don't know how to make it out in a plainer Manner; and I persuade myself, that this is sufficient
to

to satisfy the Reader, and to shew that the tedious Method by him laid down, doth but more perplex the Thing; and that all his Windings and Turnings, his hard, new-coin'd Words, and unintelligible Objections, do but raise a Mist, and render the Object *more obscure*, instead of *enlightening* it.

To urge the Absurdity of reckoning the Survivorship for both Lives, because it is impossible that both should survive, is saying just nothing to the Purpose; for, 'tis the Value of the *Chance* of either of the Lives surviving that is worth 4 Years; whereas the *Assurance* of such Benefit (and one or the other must necessarily survive) is worth 8 Years Value.

And thus, I think, all that is said here, as well as what is afterward advanced by the Author, in relation to three Lives, and the Survivor, might have been very well omitted: For, notwithstanding his dogmatical Air of Assurance, 'tis plain that his Knowledge in the Doctrine of Chances is very superficial.

Having tired himself and his Reader sufficiently, with his *retrograde* Motion, the Author tells us, *p.* 311, that he intends to move Direct, and to overthrow the *Hypothesis* of Mr. de Moivre, and consequently demolish the whole Structure that it supports.

Whether it be that my Foretaste of the Author's Skill in this Affair, gives me a mean Opinion of his Ability on the Subject, or that his own Diffidence, *p.* 313, of being able to

express

express himself intelligibly, discourages me from a close Application to what follows, I shall not determine; but freely acknowledge, that I do not understand his Meaning in the following Pages, any further, than that he seems very anxious his Reader should believe, that, after a Term expired, on or before which 'tis probable a *Nominee* (to use a Word of his own making) may die, the Chance of his exceeding that probable Term is of no Value at all. If I take him right, the Argument will run thus; That A. will live 40 Years, is an equal Chance with that of his dying within one Year: And therefore, perhaps, an Annuity on his Life is of equal Value to a Term of 20 Years absolute; and hence (says our wise Author) that Life in Reversion of an absolute Term of 20 Years is not worth a Farthing.

But now it comes out, *p.* 323, that this Author hath never seen Mr. *de Moivre's* Treatise: What! was ever any body before so lost to Honour and Ingenuity, as to cavil with an Author, for the Space of almost 500 Pages, on the Subject of a Performance which he had never seen? This is a fresh Instance of his sincere Pursuit of Knowledge, and of the Honesty and Integrity of his Intentions: For he had heard that the Propositions relating to this Subject were Mathematically demonstrated by that Author: And, lest any of them should be so very plain as to suit his Understanding, and should contradict what he was fully determin-

ed should be true ; why, truly he thought it most adviseable not to look into it.

But, *p.* 324, the Champion begins to think himself a Match for Dr. *Halley* in Mathematics, and sets out with affirming that the Doctor's *Mathematical Scheme is fruitless and vain, and grounded on wrong Suppositions.* To see how he behaves himself for about 20 Pages, must, doubtless, give the Reader a very great Idea of his Abilities: But then, he spoils all by discovering that he hath not rightly represented the Doctor ; but what of that? he hopes the Reader will admit, that he hath represented the Matter as the Doctor himself *should* have done it: And to mend the Matter, attempts to expound the Doctor's Scheme: But this is still worse ; for here he exposes himself to the last Degree, and plainly discovers to the World, that his Knowledge in Geometry (tho' he had been engaging one of the greatest Men the Age affords in that Science) doth not extend so far as the Notation commonly known and used by every body that treats on that Subject. The Doctor hath all his Consideration until he comes to *p.* 363, which Interval contains such an incoherent Jargon of Words, as I believe nobody will take Pains to consider.

The Attack against my Tables is here begun again, and the Error before-mentioned (which I believe the Reader will think a very pardonable one) is again pick'd out ; and lest it should not, in the Form it stands, and the
Conse-

Consequences that attend it, create Prejudice sufficient to invalidate the Whole; the Author, *to make it more visible*, as he expressly says, hath drawn it out by way of Scheme; and, that every body may point at me, he hath dress'd me up (not in my own, but) in another Fool's Coat; for, right against each Value are placed a Term of Years, which, by his Method of Computation, are supposed to be the absolute Term that one of the three Lives shall live; and in the present Instance they amount to about 60 Years: The Good-nature and Candour of this Proceeding must be very plain to every one, who considers that small Differences in Value, on such long Terms, answer to a great many Years Continuance. Thus, for Instance, 100 *l.* payable after 40 Years, is worth but 12 *l.* more than the same Sum payable after 80 Years; and (as was before taken Notice of) the Error here referred to, alters the true Value of 50 *l.* no more than one Guinea; whereas the Term answering to such an Error is 14 Years. I make no Pretensions to being correct in the Calculation to the last Place of Decimals, and believe nobody thinks it very material that the Tables should be so: And yet, if an Error in the Column of 8 *p. C.* have escaped me, which amounts to no more than $\frac{0.8}{1000}$, our Author would presently find out that I had mistaken 10 Years, in the Length of the Term that the Lives were supposed to subsist: And what is worse, this ungenerous Treatment, and unfair Representation, hath not Ig-

norance to plead in its Excuse ; for, in *p.* 168, the Author himself, upon another Occasion, takes Notice of this Effect of the Numbers, when applied to the Term of Years to which they correspond.

I cannot properly give an Answer to the Objections raised and magnified against my Tables, without repeating often the Author's absurd Hypothesis; *viz.* The Value of the Chances on the Probability of Life may be reduced to a Number of Years, and when so reduced, the Value of an Annuity for so many Years certain (Interest discounted for the same Sum every Year at any Rate given) is the Value of the Annuity on such a Life. 'Tis this false Principle hath blown up the Gentleman's Vanity: This (by him) established Maxim is the Law by which *Dr. Halley*, *Mr. de Moivre*, and myself, are to be tried ; and, because Reason, Demonstration, and Common Sense, seem to be on our Side, and declare the Law to be iniquitous, they are objected against as Evidence: And hence, no Wonder, that (before such a Judge) the former is represented as *Irrational*, the Author of the Rules and Theorems for Computation, a *Knave or Blockhead*, and the latter, as a *Dupe and Drudge to both*.

Thus again, *p.* 368, we are told, the Rule by which the Tables were made, must needs be false ; for the whole Term of Continuance of 3 Lives (in those Tables valued at 16. 19 Years) is 61 Years, but taking it in Parts, according to the Method there laid down by
dividing

dividing the Interest therein among 4 fictitious Persons, the Author cannot make the whole Term amount to any more than 47 Years. If what hath been before said, about the false Conclusion, arising by this erroneous Way of Computation, be not sufficient to open the Eyes of the Author, I think his Blindness is incurable.

The Author goes on groping out Errors and Inconsistencies, in my Tables and Mr. *de Moivre's* Rules, (which by his Talk of making Calculations by, any body would have thought he had seen, if he had not declared the contrary) as far as *p.* 385. And all that is there advanced, will, I think, lose its Force, when it is consider'd, that the Decrease of the Probability of Life does not proceed regularly thro' the several Periods of Life; (and that they do not, let the *London Bills of Mortality* testify) That the small inconsiderable Error of $\frac{1}{10}$ only, or less, in the Tabular Values, makes a Difference of a great many Years (sometimes 30) in the Terms that correspond thereto; and that the Value of the Series which expresses the Probability of Life, cannot by any means be reduced to, or made equal with, that of an Annuity for Years certain, where the several Terms of such Series admit of any Discount: And hence the Repetition of his former Arguments, which fills up 4 Pages, might have been spared.

The next Thing that is undertaken, is to shew, that Mr. *de Moivre*, in his Rule for
valuing

valuing Annuities on 3 Lives, admits of more Chances, than ought to be placed to Account for the Benefit of the Annuitant.

It is very easy to shew, by the Author's Blunders, for the Space of 25 Pages, on this Head, that he hath not at all improved himself in the Doctrine of Chances, since he penn'd the Argument, about the Survivorship, on two Lives; and, on the contrary, that Mr. *de Moivre's* Theorem, which shews that an Annuity on three Lives, of equal Age, and the Survivor is made up of an Annuity for the three joint Lives, added to three times the Value of the Chance, that any One of them shall survive the other Two, is so plain and evident, that (after what I have before said on the Survivorship of two Lives) it would be not only wasting of Paper, to no good Purpose, but also an Insult upon the Understanding of the judicious Reader, to say any Thing in its Defence; and therefore shall let that Matter rest upon the Force of its own Evidence, and the Reader's due Consideration, in Opposition to all the *positive Assertions, clear Appearances, just Calculations, sufficient Proofs, Impossibilities*, and (let me add) nonsensical Windings and Turnings, and clamorous Harangues, with which the Author, like a valiant Champion, with Intent to trample down all that stand in his Way, hath stuffed the following Pages.

'Tis again affirmed, *p.* 409, that the Author never saw Mr. *de Moivre's* Treatise; surely this is a Declaration that ought not to have

have been repeated ; not that it would have been of any Use to him if he had seen them ; for (*p. 421*) he doth not pretend to a Rule that is *Mathematically demonstrative* (and what other Kind of Demonstration a Calculus of this Kind doth admit of I cannot imagine) ; *for he doth not understand Algebra*. Truly he might have spared himself the Trouble of that Discovery, for nobody would have suspected it : And, indeed, he must have had a Skill that way, superior to every other Artist, if he could have brought what he there advances, to such a Demonstration. -

As to the Example quoted from me, in *p. 402*, and the Calculation in *p. 412*, his Mistake, in the former, about the Chances that should be placed to the Account of the Purchaser ; and, in the latter, about which is the best Life, one of 10, or one of 12 Years old, may be easily discovered, without any Skill in Algebra ; but this is like the rest of this Gentleman's sufficient Proofs.

In *p. 419*, the Author begins his own Rule, for valuing Annuities on two and three Lives, and the Survivor : But because he, in the next Leaf, (as I before observed) acknowledges, that possibly his Rule may *not* be capable of mathematical Demonstration ; and because I can take upon me to affirm, that the Absurdity and Falsity of it *is* capable of mathematical Demonstration, and also obvious to the common Sense and Understanding of every body that is capable of reasoning on this Subject ;

ject ; I shall take no further Notice of it, but shall dismiss the Author, after I have, to render these Observations as useful as I can, epitomized the whole Argument in the following Compendium.

O B J E C T I O N I.

In taking of Leases, for Years certain, the Out-goings, viz. *Rates, Taxes, Repairs, Casualties, Insurance of the Rent, and paying it in, together with the Trouble and Expence of managing of the Estate, ought to be deducted out of the Yearly Value: And then what remains is the Annuity which the Tenant should purchase: And, for the Money he lays out therein, he ought to be allowed a Discount at 6 per C. But most Persons, in computing the Fine to be paid for those Leases, disregard Part of those Out-goings, &c. Therefore their Computations are not right.*

A N S W E R I.

If, by *Yearly Value*, be here meant the Produce of the Estate, without regard to the Out-goings in the Objection mentioned, then the Objector is not much in the Wrong ; but that, I believe, is hardly ever the Case ; the general Meaning of the Word, is, doubtless, so much as the Estate should Lett
for

for to a Rack-Tenant, who is to pay home the Rent, manage the Estate, bear the Accidents, Disappointments, and Losses happening by the Death of Cattle, the Overflowings of Water, or the Inclemency of Weather: And now, when *Yearly Value* is thus understood, and a Tenant would come in for a Term of Years, by way of Fine, under a less than rack Rent, and would take upon him to pay the other Charges of Taxes, &c. which the Rack-renter had nothing to do with, he should certainly be deemed Purchaser of an Annuity equal to the Rack-rent before-mentioned, and out of his Fine should be abated the Value of the Annuity, which he takes upon him to pay, and which the Rack-renter had nothing to do with: But then, as this last Annuity is to be first borne, and paid, at all Events, doubtless, the Lessee ought to be discounted a greater Rate of Interest for the Annuity he purchases, than he should allow for that which he takes upon him; and, these different Rates of Interest should be regulated by the Difference of the Security for one and the other Annuity, and bear a like Proportion to legal Interest, as the several Securities do to such personal Security, as a prudent Man would venture to lend Money on, at such legal Interest.

O B J E C T I O N II.

By Dr. Halley's Table, the Decrease in the Value of an Annuity for Life, and the Terms

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of Years to which such Values correspond, do not vary by proportional Degrees; and therefore the Terms and Value thereby exhibited cannot be right; and consequently, the Tables calculated thereby must be likewise erroneous.

A N S W E R II.

This Observation, as stated, is true, and so likewise are the Facts, which occasion the Variation, complained of. Death deals his Darts more copiously on People of some Ages, than on those of others, as may be seen every Week, by the *London* Bills of Mortality; but, whether the *Breslaw* Bills of Mortality, those of *London*, or, indeed, of any other City, or particular Place, may be a proper Standard; and, whether a just Calculation from Facts, collected from such Bills, may be sufficiently exact for Practice, I will not take upon me to determine; but incline to think, that if proper Persons would make Collections of Facts in different Parts, the Difficulty of establishing this Point, would, for the most part, vanish.

O B J E C T I O N III.

By Bills of Mortality, &c. the Term of Years, that a Life, of any given Age, will probably live, may be discovered; and therefore, if an Annuity for such a Life be computed as an Annuity for so many Years

tain, the Value arising (Interest at a given Rate being discounted) will exhibit the real Value of the Annuity on such Life : But now, by Mr. Richards's Tables, calculated by Mr. de Moivre's Rules, if the Value of an Annuity for Life, at the different Rates of Interest, be taken out, and also the Number of Years that answer thereto, respectively, in a common Table of Discount, those correspondent Years will not be the same ; and hence 'tis very evident, that those Tables, and the Rules by which they were constructed, are false ; for 'tis very absurd to say, that a Life will probably live longer, if his Purchase Money be discounted at one Rate of Interest, than he will, if he were to be allowed a greater or less Rate.

A N S W E R III.

To a common Reader, this, at first View, looks plausible enough, but when examined, will prove very fallacious ; for let it be noted,

1. Life, and the Term of its Continuance, is a Chance, and as such, it must, and ought to be valued.

2. The Chance of a Person's living one Year, is better than that of his living the second ; and that of his living the second, better than that of the third Year ; and so on.

3. The Chance of a Person's exceeding the Age of 100 Years, is worth so little, that it may be disregarded.

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4. It

4. It is very evident, that the first yearly Payment, considered on the Chance of a Person's living that Year, is worth more than the second, on the Chance of his living the second Year; and so on decreasing, without at all regarding any Discount.

5. Therefore the several Sums, for which Interest is to be discounted, decrease yearly, for the whole Term of Years which the given Life hath any valuable Chance of living; and, these Chances being, in Fact and Reality, the Thing to be purchased, the Aggregate of the several Values (Interest respectively discounted) is the Sum that should be given for it; and that is the Result of Mr. *de Moivre's* Rules, and the Tables made thereby.

6. The Value of all those Chances may, indeed, be summ'd up in Years; but, to discount Interest for the Payments, as tho' they were of equal Value, in the most remote, with that of the first Year, is to purchase the Annuity, not as a Chance, but as a Certainty; and from such a Computation the true Value of the Annuity can never result, but by a Chance equally precarious with that of human Life.

OBJECTION IV.

The Absurdity in Dr. Halley's Table mentioned before, in Objection 2d, is not all; for de Moivre hath laid down Rules, which, by the Consequences that flow from them, appear

pear to be ridiculously false and silly ; and Richards, partly from following the Hypothesis of the former, and the Theorems of the latter, and partly by his own Negligence and Unskilfulness in computing, hath set forth Tables, that are in no sort to be depended on ; and hence all that is done by those three Authors, might much better have been let alone.

A N S W E R IV.

As to Mr. *de Moivre's* Rules, they are not before a proper Judge ; the Author never saw them, and if he had, owns that he is not capable of understanding them ; to judge by the Consequences which flow from them, when tried by such false Positions, as are mentioned in the 3d *Objection*, is very rash and unfair.

But, as to what relates to *Richards* in this Objection, he is ready to own his Imperfections, but asserts that he made Choice of the best (and indeed the only rational) Hypothesis, and computed by Theorems, which he knows to be infallibly true (notwithstanding what is here objected) ; and, as to the Errors charged on his Negligence and Unskilfulness, hopes they are not (a few only excepted) very monstrous ones ; and therefore appeals from this Author to more candid and intelligent Readers.

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O B J E C T I O N V.

If any body should be so weak, as to think that the Hypothesis, Theorems and Tables, have some Share of Reason to support them, and that the Value of an Annuity, for one Life, may be tolerably well discovered thereby; yet, when applied to Annuities, for two or three Lives, and Survivorship, not one Word can be said for them; for here are brought into the Account of the Purchaser Chances that he hath nothing all to do with: Here those People are for valuing the Chance of A. surviving B. and the Chance of B. surviving A. and reckoning both those Values in the Survivorship, whereas nothing can be plainer, than that only one of them can survive: And the like, or rather much more preposterous are they, in their Valuations of Annuities on three Lives.

A N S W E R V.

That Dr. Halley's, and Mr. de Moivre's Rules are just, for those Combinations, is demonstratively true: And, tho' this Author makes light of the Proof, that is supported by mathematical Certainty, other People will be satisfied with it: And that more Chances than the Purchaser is to enjoy, are not brought into his Account, let me explain, as follows.

Let the Value of the Annuity inquired after be, as in the Author's Example, p. 392, for 3 Lives, aged 12 Years. It

	Years
It is admitted, that the Value of each Life, singly taken, is worth	} 17,20
The Value of each 2 Lives combined	} 13,01
The Value of the 3 Lives combined	} 10,44

The reverfionary Expectation of A. furviving B. is worth a Moiety of the Annuity, for a Term of 17, 20,—13, 01. And the like Expectancy of his furviving C. is worth likewise a Moiety of 17, 20,—13, 01.

Hence the Value of thofe 2 reverfionary Expectancies put together, (=4,19 Years Value of the Annuity) is the Worth of the Benefit expectant on the Life of A. to commence on the Death of one of the other two Lives.

And as the Lives are of equal Value, the Benefit expectant on the like Chance to B. and C. will be the fame; fo that this Value, *viz.* 4,19, multiplied by 3, is the whole Value of the Annuity, for the Life of the Survivor, to commence immediately after the Death of the firft Life.

To which the Value of the 3 joint Lives, *viz.* 10, 44 being added, the whole Sum, 23, 01, is the Value of the Annuity.

If there be any Obscurity in the Argument, thus managed, it muft arife from the Value fixed to each Life, in Reverfion of either of the other 2. Let it be confider'd, that each Life,

Life, singly taken, would sell for 17, 20; and, that each 2 Lives, jointly taken, will sell but for 13, 01; therefore each Life is, on the Chance of his surviving either of the other, worth 4, 19 Years Value; which (as it is but a Moiety of the Annuity, that he can enjoy on each Chance) for all the 3 Lives makes up, as before, 12, 57; and that added to 10, 44, which is the Value of their joint Continuance, makes 23, 01.

These are the material Objections, made by this Author, and which have furnished him with Matter to fill up a Book of 500 Pages: For, all the fine Variety, and beautiful Turn of Expression, all the amusing Labyrinths, thro' which his Reader is led, are but Finishings of the Structure, raised upon this general Plan: It would, doubtless, have been more adviseable for him, to have laid out the Labour and Expence of those Embellishments in securing the Foundation; for Firmness and Solidity should be first considered, without which 'tis Madness and Stupidity to begin to build.

The ESTIMATE of the Value of
LEASE-HOLD ESTATES,
&c. consider'd.

I Cannot wholly pass over the Preface to this, where the Author takes Notice, that the profitable Scheme of raising Fines, on Renewals of Leases, especially those granted by Colleges and Societies of Churchmen, is very partial and unfair, and of dangerous Consequence to the *Proprietors* (as he calls them) of Lease-hold Estates. Had the Word *unfair* been left out in this Assertion, I should not have contended with him: For 'tis so far *partial*, as that it tends to the taking from one Party what they would unjustly detain, and giving it to the other, whose Right it is: And the Lease-holder is in *Danger* of being thereby deprived of the Means of his Fraud and Oppression, and of enriching himself with the Spoils.

The Reader (lest he should overlook it) is desired here to observe, that the Author thinks a Life equal to a Term of 14 Years; that is (as I take it) that a Person of the best Age will not probably live more than 14 Years:

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And,

And, lest this should not go down with him, or he should happen to recollect, that he cannot purchase an Annuity or Rent-Charge for Life under 12 or 14 Years Value, which, by this Gentleman's Assertion, is allowing very little or no Discount at all for his Money, he is told that truly some accidental Reasons do often induce People to comply with *exorbitant Demands*; but Humour, or Conveniency, doth not at all alter the real Value of Things.

As to the Number of Years that a Person may expect to live, it shall be consider'd hereafter; and I shall join with the Author here, and freely acknowledge, that the Fines agreed for, with Landlords of all Kinds, are very often limited and governed by the Necessity, or Conveniency, of the Parties, and also by the Number of Bidders for the same Thing: And I desire that the most may be made of this Observation.

It is very notorious, that Landlords, when they know the Tenant must, by way of Settlement in Marriage, or for some other Family Reason, renew his Lease: Or, when a Tenement is well situated, for the Conveniency of more than one Person that is able to purchase it, are apt to demand an exorbitant Fine for such Lease or Renewal, and to insist on more than it is really worth.

And so, on the other Side; a Lessor may be distress'd for Money, or his Power of Leasing may be only *pro Tempore*, and, if he does not fill up the Leases, he loses all the Benefit that
would

would arise thereby, which instead of devolving on his own Family, may perhaps go to a Successor, that is a Stranger to him: And these Circumstances are generally no Secret to the Tenant, nor does he think it any Crime to make his best Advantage of them; and this Author will, I believe, agree with me, that, in these Cases, whatever is extorted by the Landlord, or detained by the Tenant, is so much gain'd by Fraud and Oppression.

But why then should he, in a following Paragraph, take upon him to say, that, tho' the Estimates and Reasonings, about the Value of such Leases and Renewals, be just, and it should appear thereby that the Sum formerly paid for the like, was less than the real Value, it would be, nevertheless, unreasonable now to expect more? What! can Custom alter the Nature of Right and Wrong? And, because (for the Inducements before-mentioned) a Man's Predecessor hath suffered himself to be imposed on, is it become a Crime to prevent the like Imposition? Have Estates on those Tenures no real Value, that we must look back to Custom, to find out how much they are worth? If it does appear, that the Rules established by Custom *are* just and reasonable, then let them by all means be established by Law too, and let the Man that endeavours to break thro' them be severely censured.

But it is not said that those Rules *are*, but that they *were*, just and reasonable; and herein I agree that they were so, and that the

Custom of giving one Year's Value, for renewing a Lapse of 7 Years out of a Term of 21, Money being at about 10 *per Cent.*, was an equitable one, but the Author says, they were in the *Nature* of them just and reasonable: And let him but consider the Rate of Interest, as a Part of the *Nature* of the Rule, and I agree with him again, and am ready to allow not only that they *were*, but that they *are*, just and reasonable; and, that the Fallacy which hath prevail'd so long, 'till it is pleaded as a Custom, arises not from a Defect in the old Rule, but from a very gross Error in not following the Rule.

But, What does the Author mean, when he talks of an Injury done the Tenant, by sinking the Value of the Estate, in his Hands, below the Price he purchased it at; and taking Advantage of such Tenants, who have laid out Money in Improvements, and of those who have limited, settled, or mortgaged their Estates, and bound themselves in Covenants to renew their Terms?

Is not all this insinuating, that the Tenant is entitled to more Right in the Estate than his Lease gives him; or, than is in the Power of the Lessor to grant him? Hath any body been so imprudent as to lend more Money upon the Tenant's Right than it is a good Security for? Or, hath any Tenant chowfed his Wife and her Friends, by settling another Man's Estate, instead of his own, upon her? Are the Improvements made by Church Tenants generally

nerally greater than those on Estates held of Lay Lords? And do Tenants, when they come to renew, find less Humanity, and a stricter Adherence to the improved Values on the Part of the Dean and Chapter, than they do from the Lord or the Baronet? In short, doth any Society or Corporation endeavour to exact more of them than the *just* and *real* Value of the Renewal? If they do, why, let the same Method be taken, as would, in the like Case, be taken with the Lay Lord; let the Term run out; For every one of those Lessors knows what Disadvantage that will be to him, too well to insist on unreasonable Fines.

We are told, in the next Place, that the sinking of Interest will not at all warrant the raising of Fines; but, as the Author refers, for the Proof of this, to his following Sheets, I shall take Notice of it hereafter; and only observe, at present, that, conscious of the Inconclusiveness of his Proof, he advances, that tho' such Practice of raising Fines could be justified, yet when such a Thing is intended, the Tenants ought to have previous Notice, and that the Lessor should not, on the Abatement of Interest, be at Liberty to take any Advantage of it, until the whole Number of Years, in the Lease, be expired: Surely, the Author cannot mean by this, that the Lessor should not have it in his Power to Oust the Tenant of his Term *in esse*, unless he would pay him some fresh Consideration Money; there can be no Shew of
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Danger of any such Thing: No, he only prays, that when a Law is made for reducing Interest of Money, and to take Effect at perhaps three Months End, a Clause may be added, that notwithstanding any thing therein contained, *it shall be lawful for all Tenants of Manors, holding their Estates of Deans and Chapters, and other Ecclesiastical Societies, to take the same Interest they did 200 Years ago, for the Money they sink in the Hands of such Lessors, for a Term of 14 (or perhaps 40) Years yet to come*; and the Reason for the Clause (if any body should be so scrupulous to expect one) is, because it is necessary to conceal some Knavery, that such Lessees have been guilty of, and would be of very great Benefit and Advantage to them and their Families, by enabling them in that time to reduce the Value of their Tenements by ill Husbandry, Dilapidations and the like, down to the Value that they formerly gave for the Renewals.

The Author is aware, that this Scheme will not be so agreeable to the present Lessors, because it would be restrictive of any Benefit to *themselves* (a shrewd Hint that he doth not think they have any great Regard to the Benefit of their Successors). Which View, we are told, hath so much prevail'd with these Lessors, as to introduce a Practice of enhancing the *Yearly Value* of their Tenements, whereby they have served their oppressive Ends, and avoided the Infamy. I confess I do not see the Connection of this with the former; but I think, it is a
plain

plain Hint, (to those who did not know it before) that the Tenants have, for the Time past, imposed upon the Lessors, not only in the Number of Years Value of the Lapse, but also in the Yearly Value of their Tenements.

And as these Lessors are often so unreasonable as to urge, that they ought to have the same Liberty as private Gentlemen have to make the best of their Estates: It is allowed, that their Tenants do indeed hold of them under certain Covenants, and that the Society *do not* bind themselves, and *cannot* bind their Successors, to renew their Leases at all, much less to renew for a stated Fine; but, notwithstanding all this, they are bound, in Justice and Equity, to renew, and for the Fine usually paid.

That is to say, about 240 Years ago, a College was possessed of an Estate of 60 Marks (or 40 *l.*) a Year, clear of all Out-goings, and a Power of Leasing thereof for 21 Years; which Lease was generally kept full, by renewing 7 Years as often as such a Lapse happened; and the Interest of Money being at that Time upwards of 10 *per Cent.* Estates or Annuities, in Fee, were consequently worth less than 10 Years Value; wherefore the Renewal of such a Lapse, *viz.* a Term of 7 in Reversion of one of 14 Years, was then worth, and generally granted for, one Year's Value, or 40 *l.* And hence, the College received constantly $\frac{1}{10}$ of the Value of the Estate in Fee, every seventh Year.

But

But now, after a long Series of Years, it happens that the same Estate is worth 80 *l.* a Year, clear of all Out-goings ; and, as Interest of Money is but 5 *per Cent.* Annuities in Fee are worth 20 Years Value ; consequently $\frac{1}{10}$ of the Value in Fee is now worth 160 *l.* which is four times as much as the former.

Thus (where the Facts are so) the tying down a College to the antient Fines, would be to divest them of three Parts in four of what is their Due ; and I doubt not, but these just Considerations have, and always will prevent the Parliament, as well as the Courts of *Westminster-Hall*, (whose Eyes are not so dim as this Author's) from interposing in such a Manner as is here recommended to them, and making so free as this friendly Author would have them do, with the Properties of those Societies.

And now, to conclude the Preface, the Author assures us, that he is far from being against Corporate Bodies making the most of their Estates, in a *reasonable Way*, as well as private Persons : I think he hath no Way of convincing the World of his Sincerity in this Assertion, but by defining the Word *reasonable* contrary to every other Person's Meaning, when they make Use of it, and annexing Ideas to it, that will not correspond with it in any other Author whatsoever.

The Author having thus, by way of Preface, told what he intends to be at, he introduces

duces the Performance, for four or five Pages, with Complaints, that his Antagonist (*The Author of the Tables, called Sir Isaac Newton's*) hath imposed upon that great Man, and the World too, by prefixing his Name as a Sanction to that Pamphlet, which is intended as an Artifice to promote a Design of raising Fines, and giving the World an extravagant Notion of the Value of Leasehold Estates.

I have never had the Fortune to see one of these Editions, which this Author tells us came out under the Title of *Sir Isaac Newton's Tables*; neither do I know of any Person that thinks he had any more Concern in them, or in the Application of them, than his own Certificate of *September 10th 1685*, sets forth: And, if any more be attributed to *Sir Isaac Newton*, it is the Reader's Fault; for I do not remember that the Author of that Pamphlet, or of the other writ in Defence of it, have either directly, or indirectly, insinuated any thing like it.

The decreasing Scheme recommended in that Pamphlet, doth not please this Author; and therefore he makes an Attempt to correct it: A Lease of 3 Lives, he thinks, should be reckoned as an absolute Term of 21 Years, of which he gives 10 to the first Life, 7 to the second, and 4 to the third. The Absurdity of this decreasing Scheme is so open to the View of every Reader, that it cannot need a Confutation. The Author goes on as far as *p. 14*, groping in the Dark, and shuffling of Numbers

bers together like a Pack of Cards, to try whether he can thereby make his Game; and all, that he there says, is so little to the Purpose, and so much out of Rule, that it would be inexcusable to take any Notice of it.

After observing that, very extravagant Estimates have been made of the Value of Lives, founded on Collections from Bills of Mortality; It is allowed that there is no better Way of coming at the Value of those Probabilities; but then, 'tis thought we have hitherto had no Extracts sufficiently exact. But how such Exactness may be obtained, the Author proceeds to shew; and particularly thinks, that they should be formed from Registers, carefully kept for 40 Years, in little Country Parishes, in different Parts of *England*.

Whether what is here advanced, be the best Method of coming at a Series, which may justly exhibit the Values of the Probability of Life, I very much question; but thus much must be allowed, that it would be of great Use when established, and therefore well worth while to endeavour it, by all the proper Methods that can be thought of.

Our Author affirms, *p.* 15, that in order to apply the Bills of Mortality to form such Estimates, it is necessary that the Number of Inhabitants, and the exact Ages at which they die, should be known: And yet, in the next Page, produces an Extract from one Register for 40 Years, and another for 20 Years past, in which he says, the Age at which People died

is not set down; neither can I learn by him, that the Number of Inhabitants was ever computed till the End of the 40 Years: He proceeds, nevertheless, with his Calculation, and shews that, in those Parishes, a Number of Persons, that survive the second Year of their Age, equal to the Number of the Inhabitants at one Time in being, die in about 26 or 27 Years, and thence concludes, that one Half of them die in a little more than 13 Years; but, in regard that there seems to be some Increase of Mortality on Children, from 2 to 10 Years of Age, the candid Author adds one Year; and then he thinks he may fairly substitute 14 Years, instead of, and as equivalent to, a Life of the best Age.

I do not well know how, from the *Data* in the two Examples laid down, any thing to the Purpose can be concluded in relation to the Probability of Life: Would the Author suggest, that because in those Parishes as many die in 28 Years, as are there living at any one particular Time, therefore no Person hath any valuable Chance of living more than 28 Years? If so, then this Consequence will follow, *viz.* there is not one Person there living whose Age exceeds 30 Years: But if it should in Fact be otherwise, (as doubtless it is) and if the Author, upon his Recollection or Enquiry, should find out, that during the Years examined into, some People have died there of 70, 80, or perhaps 90 Years of Age, then every Person there living hath some valuable Expectancy

ancy of living to that Age; and consequently the Suggestion is very ill grounded. Whether this be the Author's Meaning or no, sure I am, his Position will not bear any rational Scrutiny; and, yet it is on those Facts thus misapplied that all his reasoning about the Value of Estates, for Life or Lives, is supported.

The Author of the Essay (as I have before observed) hath taken a great deal of Pains, and put his Reader to the Expence of 14 Pages, to shew that the Number of Persons who died in those two Parishes in 28 Years, were so far from being the whole, that they were but half the Inhabitants: I think the Truth of that Assertion might have been explained in less than 14 Lines, and more suitable to the Capacity and the Understanding of every body. For,

It is very obvious, that if (according to the Intent of the Observation) the Number of Inhabitants was the same at the End, as at the Beginning of the 28 Years, then they must have been increased in that Time by as many as died; and I believe it will be imagined, that Death was not more complaisant with those of whom that Increase consisted, than with the former Set of Inhabitants; and hence I think it is plain, that in 28 Years, only are a Moiety of the Inhabitants died; and (with some Restrictions) it might be concluded, that one with another, the Life of a single Person there, may be reckoned as a Term of 28 Years; but of what Use such a Conclusion would be I know

know not; and yet, I think, this is all that can, with any Colour of Reason or Certainty, be deduced from his Extracts, and we are as far to seek of what Value the Probabilities of Life are, on a Person of a given Age, as before.

The ingenious Dr. *Halley* (whose Modesty as far exceeds that of his dogmatical Opponents, as his Judgment and Knowledge in these Studies is superior to theirs) freely acknowledges, that a greater Number of Observations would have conduced very much to the correcting of his Tables, and bringing them to a greater Degree of Certainty: And surely, we might all employ our Time and Pains much better, in improving on his Labours, than in cavilling at what he hath so judiciously begun: But then this should be done with Judgment; for what can be expected or depended upon, from such as neither understand the Subject they treat of, the Computations they oppose, the Hypothesis they proceed on, nor how to apply the Observations they make?

I do not know that any rational Attempts have been made to correct *Dr. Halley's* Table, that are at all to the Purpose, since it was first published: I would therefore propose, to such as are willing to contribute their Assistance, to expose the Matters of Fact naked and open. That

Extracts from Parish Registers, where the Number of Inhabitants, (at a Medium) and the several Ages of the Persons, at the Time of their Death, can be found out, would doubtless

less be of good Use : Surveys, Rent-rolls, and Manor Books, which express the whole Duration of the Lease-hold Interest for Lives, and the several Ages and Times of the Death of the Lives, would be another very good Assistance: And the Pedigrees of Families, where the several Times of the Births and Deaths are set down, might be brought in to aid the Computation.

But the best and easiest Method, as well as the most general, that I can at present think of, would be that of the Births and Deaths that have happened in particular Families, for the Space of 80 Years last past: I think that by an Examination of Parish Registers, and a Collection of Facts that may be recovered from living Evidence, (by Persons in all Parts of the Kingdom, who are able and willing to promote the Enquiry) such a Number of useful Hints would arise, as would be sufficient to establish a general Law of the Probability of Life from any given Age, to every reasonable Person's Satisfaction: And why may not those Extracts and Observations be published Monthly in the *Magazine*, or some other of our publick Papers? Surely the Expence of a Post Letter, can be no Objection to any Person, when it tends to a Discovery of such general Use; and I dare say, the Authors of any of those Papers would readily insert any thing of that Kind that came to their Hands, provided it be drawn up in a concise Manner, as may very easily be done: For, two or three Pages filled in this
Manner,

Manner, would doubtless be of as much Use to the Venders of that Paper, as the like Number on any other Subject whatsoever.

I have taken some Pains to extract from our Chronicles, the Dates of the Births and Deaths of the Royal Family, from King *William* the First, to his present Majesty, in a Lineal Descent, omitting Collaterals, and supplying intermediate Branches; and it appears, that 21 Generations pass'd away in about 704 Years; and hence, one with another, the Child outlived the Parent $33\frac{1}{2}$ Years; and to strengthen this Suggestion, I have by me 20 Pedigrees of noble Families, most of them running thro' almost as many Generations as the former; and all which put together, the same Term of about 33 Years turns out to be the mean Time of Continuance: I have carried this Matter still a little further, and carefully computed (by as many Instances as I could) the Age of the Successor at the Death of the Parent, thro' those several Successions; and (in a Medium) the same turns out to be 24 Years. Hence I think there cannot be any great Error in supposing, that a Person 24 Years old may probably live 33 Years longer.

Again, from Dr. *Heylin's* List of the Bishops, I have carefully computed, thro' those of divers Sees, how long they have, one with another, continued therein; and this I find to have been about 13 Years.

I suppose it will be admitted, that, generally speaking, our Bishops are at their first Consecration

cration of the Age of 50 to 60 Years; and if it be considered, that they are sometimes translated to other Sees, by the Will and Pleasure of the Monarch, I think a Year or two may be added to the Term of their Continuance above-mentioned; and that then it may be fairly concluded, that a Person of 55 hath an equal Chance to live 14 or 15 Years. I do by no means affirm, that these Computations are absolutely certain; neither do I expect that the Conclusions should influence any body's Judgment any further than they are convinced of the Validity of the Arguments and Facts on which they are supported: It is, I confess, some Pleasure to me, when I consider, that the Numbers thus arising (without any Violence used to them) do so exactly agree with those in *Dr. Halley's Table*.

I might here (on much better Foundation than some other Authors, treating on this Subject, have established, with a great Air of Assurance, their Maxims) take Notice, that the Differences betwixt *Dr. Halley's Table*, and one that might be compiled from the *London Bills of Mortality*, which have been very regularly published for a pretty many Years, are small and inconsiderable; but as the Number of Inhabitants, and some other *Postulata* necessary for that Comparison, may be a Matter of some Dispute, I rather chuse to wave it, till I have more proper Materials for that Purpose; in the mean time every body is at Liberty

berty to make what Use he thinks fit of this Hint, for his own Satisfaction.

The Succession to Dignities annexed to particular Families, is another Method of making a tolerable good Guess at the Length of a Generation of Mankind, and would, I believe, speak the same Language of that of the Kings before-mentioned, and be a further Confirmation, from Facts, of the Proposition advanced: I hope some other Person better furnished with Materials for this Purpose; and of more Leisure to digest them, will pursue the Enquiry, and (as far as he can) apply them to the different Ages of Life; and if this should establish the Doctor's Tables, it will be of Use to the World, and will rescue those Tables from the Envy and Calumny of such as blindly oppose them without any Foundation.

But to return to the Author, with whom I am contending: I should have been glad if more and better Observations of his had fixed the *Ratio* of the Number of Persons dying in a Year, to that of the whole Number of Inhabitants in any Place; for that would have removed a Part of the Difficulty, of comparing the *London* Bills of Mortality with those of *Breslaw*.

Altho' my Observations, on this Head, be not strictly conclusive, yet they abundantly shew, that the Author is egregiously mistaken as to the Number of Years that a Life is to be consider'd as likely to subsist: And hence, what can be expected from his Proceeding on

that Supposition ? Surely, it were Time lost to pursue him any further on this Head, and examine into his decreasing Scheme before-mentioned, for finding out the Value of two and three Lives, and that of the Reversion after them.

In *p.* 26, he is aware that many Objections may be made to what he hath advanced, but is willing to make the Reader believe that he hath sufficiently taken off the Edge of them ; and if he hath not fully answer'd them, yet the Consequence of any Error flowing from his false Conclusions is very small ; and therefore is so indulgent to the Reader, as not to tire him any longer with his extravagant Supposition, or the Defence of it.

The second Chapter treats of Leases for Years, and begins with exposing of *the Tables for renewing Church and College Leases*, and that of *the Value of those Leases considered* ; because, as this Author says, they have considered those Leases in the *first* Place, as Annuities clear of all Deductions ; and *secondly*, as an absolute Sale for the Terms that they are Leased for.

If, by *Annuities clear of Deductions* the Author means, as the Words import, and can make it out, that the Treatises he refers to, have directed to compute the Value of a Lease on an Estate, as an Annuity equal to the Rent that such an Estate should lett for, to a Tenant who was to pay no Rates, Taxes, Repairs or Incumbrances ; and that the Lessee is to bear those

those Payments, and have no Allowance for them in his Fine: If this be the Case, then his Charge is very just, and no Person in his Senses would endeavour to defend such a Method of Computation: But, doth not this Author mistake in what he here asserts? I have both those Pamphlets before me; and as to the first of them, I cannot find that it says any thing at all to that Purpose; and the Pages referred to in the other, seem rather to make use of the Argument by way of Comparison between Leases held of Lay-Lords, and those Church Holdings; and so far the Argument is just and useful: But if that, or any other Author, hath asserted that no Notice at all ought to be taken of the Out-goings, which the Lessee is to take upon himself, nor any thing deducted on that Account out of the Fine, for such Lease or Renewal, I differ from him, and refer for my Sentiments to what I have formerly published on that Head.

As to the second Thing objected to those Pamphlets, *viz.* that they consider the Leases so granted as an absolute Sale for a Term, which this Author thinks should rather, and more properly, be called a Lease or Mortgage, and not a Sale; indeed, I think he is much in the right, as to that of a *Lease*; but to what Purpose this quibbling on a Name serves, I cannot imagine.

What is suggested about Restraints from committing Waste, hath no Force at all; for I should be glad to know, what Benefit a Power

of committing Waste can be to a Person who purchases an Estate in Fee? unless it be the cutting of Timber, or taking to his Use some other Valuables which he finds on an Estate, and which the Seller takes care to make him pay a valuable Consideration for, in the Purchase Money: And then, all the rest that the Author says about Reservation of Rent, Conditions for Recovery of those Rents, &c. comes in and is taken Notice of under the former Objection.

To this is subjoined a pretty Account enough of the Original of exacting Fines by Ecclesiasticks: The Author ingenuously owns, that Estates have in all successive Ages increased in their yearly Value, and that, on the contrary, the Value of Money hath decreased: On which he says, that Church-men about two or three Hundred Years ago begun to take Fines, when they lett out those Lands for a Term of Years, rather than raise their Rents (no doubt but this raised a great Out-cry against them by the Tenants at that time): But, as their Successors were not obliged to suffer the Farmer or Leaseholder to hold out the Term which was on such Consideration granted them, it became necessary for the Parliament to interpose, and by an Act to give a Sanction to such Grants: And here our Author drops an Expression, that plainly discovers the Insincerity of what he asserted at the End of his Preface: For who can believe, that *He is for those Societies making the best of their Estates,*

in a reasonable Way, when he seems to lament that the Law doth not restrain them from taking any Fines at all, and from raising their Rents, which he acknowledges to be much below the Value of their Estates? This Practice of taking Fines, he acknowledges, is now become a lawful one; but then calls it *only*, as it were, a way of anticipating their Revenues by way of Mortgage: I think this Comparison doth not go on All-fours; but be that as it will, I agree with him, that raising the Rents of their Estates would have been more adequate to the Nature of the Thing, and a much more proper Remedy than that of taking Fines; as it would have more effectually answered the then Claims of all Parties, and as their Estates would have stood on the same footing with the Demesnes of Lay-Lords, who have, in all Ages, raised their Rents, as the Nature of the Thing, from the Alteration of the Value of Money, and that of Lands, required, without any loud Clamours against them for so doing.

Had the Law that interposed at that Time, enabled those Lessors to lett out their Estates for a Term of 7, 14, or even 21 Years, for the best improved Rent they could get, so long as the Tenant was punishable for Waste and ill Husbandry, as the Tenants to Lay-Lords are, and enacted that such Grants should be binding on their Successors, and that all Grants or Leases made in Consideration of a Fine or Fore-gift should be void; I say, had K. Henry 8th, when he was, as this Author expresses it,
stripping

stripping those Ecclesiasticks, done this, the present Proprietors would have felt the Benefit only, and the Complaints of the Injur'd would have been long ago hush'd ; and this, among other Acts of that great King, would have been commended by some, and condemned by others.

In p. 32 and 33, the Author seems very fond of considering the Church Tenant as a Mortgagee in Possession : Now, tho' this be but a lame Comparison, as I hinted before, I shall venture to consider the Matter in the same Light, and see whether the Proposition advanced, *viz.* " The renewing a Lapse of " seven Years, in a Lease for 21, is worth " but one Year's Value," can be demonstrated, admitting the following *Postulatum*, *viz.* " The " Money paid for a Renewal ought to be no " more than that the Tenant may, by the End " of his Lease, be paid by the clear Profits of " the Estate the principal Sum he laid out " with Interest."

In handling this Point, 'tis necessary that I premise what is to be understood by *Yearly Value* in the Proposition, and by *Clear Profits* in the Petition ; for, the fixing different Ideas to those Names, is, as far as I can perceive, the great Cause of Difference betwixt this Author and those he writes against.

The Author of *The Value of Church and College Leases consider'd*, p. 9, puts an Instance of an Estate of 100 *l.* *Yearly Value* (exclusive of the reserved Rent) ; and, by his Calculation, thinks,

thinks, that the Renewal of a Lapse of 7 out of a Term of 221 Years is worth 250 *l.* Indeed he says nothing there about Taxes and Repairs; but, if I may be permitted to say as much in his Behalf as he seems to be intitled to, by what he suggests in *p.* 10, where he touches on those Out-goings, I think a candid Reader should allow, that he had a Regard to them likewise in stating his *Yearly Value*, at least so far as is usual to consider them in the purchasing of Lands in Fee.

But now the Author of the Estimate would be understood to have put, in all respects, the same Instance, and calls his an Estate of the *Yearly Value* of 150 *l.* setting the reserved Rent at 50 *l.* And that he may not fail of making the Result of his Calculation speak out to his Purpose, he assesseth the King's Tax at 21 *l.* a Year, and will be allowed 20 *l.* a Year for Repairs, and 2 *l.* more for other Incidents; and this being all deducted, brings out the *Clear Profits* to be 57 *l.* and no more.

The Example proposed being thus explained, let the Ideas annexed to the Term *Yearly Value*, be that of the Rent which a Rack-Tenant ought to give for an Estate, where the Landlord takes upon himself to discharge the Rates, Taxes, Repairs, and other Out-goings; (always exclusive of the Expence of Management, paying home the Rent, insuring it, and standing to the common Losses arising by a wet Autumn, dry Spring, &c. which another Author is so unreasonable as to crave Allowance for

for out of the Rent;) and let *Clear Profits* mean, the Sum that the Estate will produce to the Lessee, after all those Payments and Out-goings (which he generally takes on himself) are deducted out of his Under-Tenants Rent.

And now, I believe it appears, that the Authors are talking about Estates very different in Value: The former (if I understand him right) means one of 100 *l.* a Year clear Profits; and the latter, very evidently, fixes his clear Profits at 57 *l.* a Year: And the *Yearly Value* of the first in the Sense of the other (and in the Definition above fixed) is 193 *l.* whereas the latter hath stated his (in the same Sense) at 150 *l.*

The Difference between these two Authors, on the Meaning of the Words, being thus reconciled, and the Example wrought out agreeable thereto, by both their Methods, the Results will agree to within 40 *l.* of each other.

And now all that remains necessary to discover the Truth or Falsity of the Proposition before-mentioned, is to fix the Rate of Interest, that ought to be allowed the Purchaser, for the Money he lays out on such a Lease or Renewal: Here the Author of the Estimate, &c. claims 8 *per Cent.* and reckons up a great many Reasons (such as they are) for this immoderate Demand: “ The Security is very
“ scanty, a House may fall down, the yearly
“ Value of the Estate may sink; he cannot
“ commit Waste, nor take any accidental
“ Advantages

“ Advantages by Mines of any Kind ; he is restrained from plowing up Meadow Grounds, and displanting Orchards, and other valuable Plantations ; his Rent sometimes lies in his Tenants Hands, and some of it he may lose, &c. ” And therefore he expects to be allowed full 4 *per Cent.* more, that is, twice as much as the Purchaser of Lands of Inheritance, altho’ there is not in all this Catalogue one real Disadvantage that he labours under, but what the Tenant in Fee is liable to, as well as himself : For,

As to the Insufficiency of the Security, Abatement in Value, Decay of Buildings, Arrears of Rent, and Loss by Tenants, it is the same in either Case : And, as to the Power of committing Waste, of any Kind, Who in his Senses would ever value his Right the better (being Tenant in Fee) for that he might, if he pleas’d, ruin his Estate ? Timber, Mines, &c. if known to be of any Value, when an Estate is purchased, always increase the Purchase-Money ; and if raised or discovered afterwards, the former cannot amount to much in the Space of 21 Years, and the latter is a Matter merely adventitious, and such a Chance as is not worth the mentioning.

It must be acknowledged, that in proportion to the Security for the Money advanced, the Rate of Interest ought to be adjusted ; but this is not all that is to be considered ; the Length of the Term for which the same is secured, the Certainty or Probability of its

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being

being paid as soon as it becomes due; the Difficulty that may attend the calling in the Principal, by converting the Security into ready Money, on any Emergency that may call for it, and some other Circumstances that may happen; are Inducements that will and ought to influence Purchasers to sink their Money on greater or less Interest.

Thus, for Instance, a Rent-Charge on an Estate of much greater Value, is better secured than the Remainder of the yearly Income of that Estate: A Sum of Money sunk on an Annuity to continue 20 Years, is better, and therefore may be sunk at a less Interest, than the like Sum, when the Annuity will pay it off in five Years: A Sum laid out on good Security, to be repaid with compound Interest, at a Number of Years to come, (which is the Nature of an Estate in Reversion) is better disposed of, (by such as do not want the present Income) than if lent on the same Security at simple Interest, because the Interest is often let back, 3, 4, 5 or 7 Years: And again, Money deposited in the publick Funds may very prudently be left there, on less Interest than it should be lent on Landed Security, in regard that the Principal may be had in at a Day's Warning.

Thus, from the Nature of the Security, Term of Continuance, prompt Payment of the Interest or Profits, as well as of the principal Money; from the Likelihood of the Security's continuing as good as it is at the Time of advancing

vancing the Money ; as also, perhaps, from some other Considerations arising in particular Cases ; Annuitants, Mortgagees and Purchasers, justly may, and always will govern themselves, as to the Rate of Interest, for the Money they lay out.

To apply what I have said to the Matter in hand, and to fix what Interest may reasonably be expected by the Purchaser of any Annuity or Rent-Charge, Estate in Fee, either in Possession, or Reversion, or for Life, Lives, or Years absolute, or other different Tenures, is attended with a pretty deal of Difficulty ; and must in a great measure be left to, and determined by, the Judgment and Discretion of such intelligent Persons as are thoroughly acquainted with all the Circumstances of the Security, &c. enquired after : But nevertheless, some general Rules may be laid down, which may be of Use to inform the Judgment, and which may take in all the Common-cases, and be a sufficient Guide to the Generality of Purchasers, by shewing them how much Discount they may justly insist upon.

In the first Place then, it will be necessary to fix some stated Value on Money, some way or other applied ; and, for the present Purpose, let it be that of its legal Interest on a Loan, and let that Security be the worst that a prudent Man would at *5 per Cent.* lend Money upon ; which I take to be a Security barely personal : For, in this Case, the Lender hath no Pledge at all for the Repayment ; he is not sure that

his Money will continue out more than six Months ; he cannot (with good Manners) call for his Interest till some considerable time after it becomes due ; nor can he call in the Principal again under, perhaps, six Months Notice ; and shall be deem'd very rigid, if he do not then shew some kind of Forbearance. To this may be added, that a good personal Security may, thro' some unforeseen Acts of Providence, turn out to be deficient.

Let this then be the Standard, to which we may compare the Interest of Money any other way applied or laid out ; and as the Security, prompt Payment of Interest, &c. shall (every Circumstance being duly weigh'd and consider'd) direct, let the Rate, which it is reasonable to expect, be adjusted.

And, *first*, as to the Money deposited in the publick Funds on Parliamentary Security.

Here the Security is unexceptionable ; the Term as long or as short as the Lender thinks fit ; the Interest duely paid ; the Principal always in a Readiness ; the Security will never grow worse ; and, in short, Money thus placed, is disposed of to the best Advantage that can be by way of Loan, in every respect : For, tho' it be not at compound Interest, it is to all Intents of Advantage the same ; for the Interest is paid at a Day, and may immediately be made Principal : The Value of Money thus placed, a Lender might be glad to have fixed at $3\frac{1}{4}$ per Cent.

2. Sinking

2. Sinking a Sum of Money, by way of Purchase of an Annuity, or Rent-Charge on an Estate of much greater Value, I think, deserves the next Place; especially, if the Annuitants Circumstances admit of it, and the Annuity do not become payable till after a convenient Number of Years *in esse*; in which Case, I think it is, in some respects, as good or better than the former; and is only worse than that, in regard that it may not be so readily turned into Money, or the Annuity, when payable, may not be forth-coming at a Day. Under this Head may be ranked Annuities in Fee, for Terms of Years certain, or for Term of Life or Lives; and accordingly the Interest must be moderated, perhaps from $3\frac{1}{2}$ to $4\frac{1}{2}$ *per Cent*.

3. Next to this, let me rank that of advancing Money by way of Mortgage, on an ample Security, and unquestionable Title. That this is not so good a Disposition as the former, (taken in the best Sense) is very plain: For, altho' the Security be very good, and will always continue so, yet the Interest may not be promptly paid; the Mortgager may redeem at any Time; and the Mortgagee is not sure of having his Money when he wants it: The Value of Money, on all Sorts of Mortgages, properly comes under this Head, and will be less or greater as People come nearer to the Value of the Security, or as that Security from the Nature of the Tenure is more or less precarious: Or again, as the personal Security
and

and Behaviour of the Mortgager may add to or diminish the Confidence in the Lender ; all which duly consider'd, the Rate of Interest may, I think, lie betwixt 4 and 5 *per Cent.*

4. Another Way of laying out Money, is by way of Purchase of Estates in Fee : But this, even if such a Purchase could be supposed subject to no Out-goings, would by no means be as good a Disposition of Money as the former ; because the Security is not so ample, nor the Profits so infallibly certain ; the Commodity is not so vendible, and the Interest or Profits, once lost, can never be retrieved : But worse than all this, Purchasers must subject themselves to a Load of Incumbrances, as Rates, Taxes, Repairs, &c. which is and must be considered as a Rent-Charge to be paid out of the Estate in the first Place, and which cannot be redeemed or bought off.

Again, If such an Estate consists chiefly of Houses, or Buildings, or Things of the like Quality, subject to Decay ; this is a Circumstance which will require due Consideration : For, besides that it will enlarge the Annuity paid out ; those Out-goings will be constantly increasing, the substantial Parts of such Buildings will go to Decay, and the Yearly Value sink on that Account. There are divers other Incidents and Disadvantages that attend the laying out Money in this Way, and which ought to be duly weigh'd ; for every prudent Purchaser will insist on an Encouragement suitable to the Risque he runs. The Rate of Interest

terest must, on those Purchases, be various, as the Nature and Quality of the Lands; *viz.* For Tenements in Fields, where there is little or no Doubt of their being well Tenanted, *4 per Cent*; at other Places, where liable to Accidents, by Floods or the like, perhaps $4\frac{1}{2}$; others on some other Accounts worse, at 5; Good Houses, and well situated, at $5\frac{1}{2}$ or 6: Ancient Buildings, whose principal Parts are decay'd thro' Age, may be a bad Purchase at 7: Mills, &c. (unless in good Repair, and well accustomed) may be better let alone on any Terms.

5. As to Estates for Terms of Years, on Lives, or for Years determinable on Lives; the former differ from, and are a worse Purchase than Estates, in Fee, in regard to the Term of their Continuance, and to the Difficulty that a Person may meet with in disposing of the Remainder of his Term, if it should be for his Convenience so to do.

And the latter are subject to both these Inconveniencies, and also to that arising from the Precariousness of the Term; and, (which renders the Difficulty of getting a Purchaser to take it off a Man's Hands, still greater) the Assignee must hold by Lives not so eligible to him as those of his own Nomination: Those Tenures are subject to Out-goings, Decay of Buildings, &c. in like manner as Estates in Fee are: And, generally speaking, where all other Circumstances but that of the Tenure, are the same, they ought to be sold at a Discount of *1 per Cent.* more than those.

6. I cannot

6. I cannot at present think of any Application of Money less eligible, by way of Purchase, and for which the Adventurer may, justly, expect a greater Rate of Interest, than the laying it out on Leases for Lives, on an Estate consisting of Mills, or other Buildings, of long standing, and liable to great Expence in repairing; especially in such Places where the Income of the Estate depends on some particular Branch of Trade: Thus, for Instance, I have known a Set of fulling Mills, that in Times past have produced 200 *l.* a Year, which, partly thro' Decay of Trade, partly on account of the Age and Decay of the Materials with which they were built, which render'd them unfit to do the Business they were designed for, to any good Purpose; have, for many Years, hardly produced enough to discharge the Rates, Taxes and Repairs: And what a Condition is the Tenant in, that is under Covenants to yield them up in good and sufficient Repair? And now, in such a Case as this, if a Man were to sink Money in a Lease for 3 Lives, and to provide against his being a Loser, only by insisting on a higher Rate of Interest; I am convinced, that, although the Estate may be in good Repair at the Commencement of the Lease, it may be just and reasonable that he have a Discount of 10 *per Cent.*

From what I have observed on this Head, it will appear, that it requires a good Share of Judgment, to ascertain the Discount between
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the Seller and Purchaser ; and that, whoever attempts it, ought to regard, with the utmost Impartiality, the Advantages and Disadvantages that attend each particular Case ; and lay aside all undue Ends or Views of serving either Party.

I hope the Reader will not condemn me for the Length of this Digression, since it is not foreign to the Subject I am upon : And shall now take the Liberty to pursue the Example I begun with, and see whether it confirms or confutes the Proposition before laid down as to the Value of the Renewal of a seven Years Lapse.

In the Example before us there is no Mention of the Quality of the Estate ; let it therefore be supposed to be one of the best kind.

And as the Annuity paid out is well nigh $\frac{2}{3}$ of the whole yearly Value, I think a Discount of 4 *per Cent.* for that, and of 5 *per Cent.* for the whole, is a fair Allowance on both Sides.

And now, if, on this View, the Example be wrought up by my Method of Computation, it will stand thus :

	Years.
150 <i>l.</i> a Year at 5 <i>per Cent.</i> for	} 12,82
21 Years is worth	
Deduct the same for 14 Years	9,90
	<i>l.</i>
Then 150 <i>l.</i> a Year by the Remainder	2,92-43 ⁸

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Again :

Again :	Years.
93 <i>l.</i> a Year for 21 Years, at 4 } <i>per Cent.</i> is worth	14,01
Deduct the same for 14 Years	10,55
Then 93 <i>l.</i> a Year by the Remainder	3,46
This last Value subtracted from the } other, leaves the Value of the }	116
Renewal of 7 Years	

This Result doth not speak the same Language with the 82 *l.* 15 *s.* of this Author, although it be cook'd as much as possible for that End.

The Author boldly asserts, that a third Part of the yearly Value is generally reserved by those Societies by way of Rent; if this be true in his Neighbourhood, it is very different from all the Church-Holdings that have as yet come within my Observation: But supposing that to be the Fact, and that the Rates, Taxes and other Out-goings, are as exorbitant as in the above Example; then I do not deny but in that, or the like Instance, *viz.* where the Out-goings are to the yearly Value, as 93 to 150, one Year's Value (exclusive of the Tax) is but 16 *l.* less than the Value of the Renewal: But now, in my Turn, let me state another Instance, much more common than that above, and for once see how the Difference of the Payment outinfluences the Value of the Renewal; and how far from the Truth, the Proposition

Proposition laid down, and so strenuously insisted upon, will appear to be.

A Tenement consisting of a good Farm House and Out-Houses, well situated, and fairly worth 30 *l.* a Year (the Landlord paying 1 *l.* a Year to the Lord's Rent, and, *communibus annis*, to the Rates, Taxes and Repairs 4 *l.* a Year more) let it be enquired what the Renewal of a Lapse of 7 Years out of a Term of 21 is worth.

	Years.	
An Annuity for 21 Years at 6	}	11,76
<i>per Cent.</i> worth		
14 Years at <i>ditto</i> , worth		9,29
Then 30 <i>l.</i> a Year at		2,47
		<i>l.</i> 74

Again,

An Annuity for 21 Years at 4	}	14,01	
<i>per Cent.</i>			
14 Years at <i>ditto</i>		10,55	
Then 5 <i>l.</i> a Year at		3,46	17
The last Value subtracted leaves the	}		57
Value of the Renewal			

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And

And now, whenever this happens to be the Case, *viz.* that the Rent and other Payments out, do not exceed $\frac{1}{6}$ of the Yearly Value, the Renewal is worth 2 Years Value: And hence, I believe, 'tis very plain, that the Proposition laid down is very absurd and untrue.

By our Author's own Method, and allowing him his very unreasonable Demand of 8 *per Cent.* the Renewal amounts to 45 *l.* which is an evident Overthrow of what he hath so often affirmed in Defence of Mr. *Ecroid*, whose Value is but 29 *l.* I appeal to every body who understands the Nature of Discount, whether (supposing every thing as in the Examples stated) the Purchaser have not Compound Interest for his Money, and whether at the End of the Term he will not (as the *Postulatum* words it) "be paid by the Profits of the
" Estate, the principal Sum he laid out, with
" Interest."

And now, after all this, must the Author be thought to be one of those he describes *p.* 49, *whose laudable and honest Views are a Discovery or Support of Truth, and ready to pay Submission to the Force of it?* Surely to suppose him so much under the Dominion of Prejudice, or Interest, as not to be able to discover the false Reasoning, and inconclusive Arguments which he hath advanced, and endeavoured to maintain, is to divest him of his rational Faculties, and pronounce him incapable of any Conviction; 'tis to brand him with a Degree of Weakness, which his Method of Writing
gives

gives no room to suspect; or to charge him with an Ignorance of Facts that are plain and evident to the most vulgar Capacity.

I thought I had done with this Author; but cannot forbear taking Notice of his Candour and Integrity, in relating a Matter of Fact, p. 69. He tells us that “None of the Revenues of Bishops, Deans, Arch-deacons, Prebends, Canons, Rural Deans, Masters and Fellows of Colleges, Professors, &c. Augmentations of Livings, Compositions, or any other Revenues of the Clergy, are charged with any Sort of Taxes.” — Did the Author thus uncover himself, with Design to shew his cloven Foot? Or hath he some hidden Meaning, which when known will wipe off the seeming Falsity of the Assertion? What can the Revenues above-mentioned consist of, that they bear no Share of the Burthen of Rates and Taxes? Are their Demesne Lands any-where exempted? Do the Tenants that hold of them by Leases, for Years, pay no Taxes? And do they not always pay less Fines for renewing their Leases, on account of the Tenements being rated and assessed? And if they have no Allowance or Deduction out of their reserved Rents, are they not likewise considered on that Account in their Fines? But, perhaps, the Author means that those Estates are not double taxed; he is grieved that the Tenant and his Landlord (being an Ecclesiastick) are not both taxed for the same Estate.

This

This Instance of the Author's Veracity in relating a Matter of Fact, will be sufficient to guard the Reader against paying an implicit Assent to what he asserts; and surely, there can be no great Danger of any ill Effect the Performance can have on any Person that reads it with the least Circumspection.

I have done with the Author of the Estimate; and now let me, by way of Retrospection, take Notice how the several Authors, that would depreciate the Value of Leasehold Estates for Years or Lives, and establish the Reasonableness of the old Fines on Renewals, disagree with one another, about the Reasons for so doing, and the Method for bringing it about.

Thus, to begin, one pleads the Illegality of raising those Fines, and (if you'll believe him) almost thinks, that the Tenants might maintain a prescriptive Right, not only to a Renewal in general, but to a Renewal on the ancient Fines; for, what else can the Author of the Enquiry mean, by asserting that *customary* Tenants have a Right to renew their Leases on Payment of a reasonable Fine; and that, *Finis vaga et incerta non est rationabilis*? And the putting it on this Issue, is, I think, giving up all the Arguments brought by other Authors, on account of their being of no greater Value, &c.

Another Author (a little doubtful whether the Law would determine in favour of such Prescriptions) and well knowing that Ecclesiasticks

fiasticks do not bind themselves, neither can be bound by any Covenants of their Predecessors, to renew for the Fines formerly paid, drags the Lessors to a Court of Equity, and there he is sure to cast them; for, would it not be very hard and unjust, where a Family hath gone on for 3 or 4 Generations, and hath successfully baffled their Landlord out of one Half of his just Due for many Renewals, that it should be in the Power of a Man of Spirit to put a Stop to such a fraudulent Practice? Besides, is it not against all the Rules of Conscience and Equity, that after a Tenant hath mortgaged, settled, or limited his Tenement to Family Uses, the Lessor should refuse to fill up his Lease, altho' he would give a full third Part of the Value of such Renewal?

But some wiser Heads than those, who plainly see how vain it would be, to expect that their unrighteous Dealings should ever meet with any Countenance in a Court of Equity, there being no Grounds to hope that so just a Tribunal will ever patronize Oppression, in any Shape; and well knowing, that by the Laws, as they now stand, they have no Power to compel the Granter to take so little as they are willing to give; humbly propose that a Law may be made in their Favour, to oblige the Lessors, being Churchmen, (no others!) to renew the lapsed Terms, for the *same Fines* that were paid for the last Renewals: And for that Purpose, an Act is prepared for ascertaining the Sum to be paid thro' all future Ages;
and

and could they obtain such a Law, it would be *stripping* those Ecclesiasticks, as the Author calls it, who are, generally speaking, too poorly clad already, to be the Objects of any body's Envy.

Another Sort of Authors are for bringing about their Ends by a more mysterious way; and therefore make Use of their utmost Skill to perplex the Understanding of their Readers, and make Counters pass upon them for Guineas: Thus are we amused with unintelligible Harangues, consisting of hard Words, that their false Reasonings may pass on us undiscover'd; and when their artful Appearances are detected, they fly to bold and impudent Assertions, and what they cannot support by Argument, they attempt to establish by Confidence. The many Tracts that have been published, of late Years, tending to depreciate the Value of Leasehold Estates, as well those held for Years certain, as those on Lives, abound with Instances of this kind of juggling: The principal of which, I hope, I have already detected; but am not so vain as to expect that any one of the manifest Errors that I have pointed out, will be retracted.

Thus do those Authors clash in their Arguments, and scarce any two of them pursue their general Ends of reducing the Value of those Renewals, on the same Pretensions: And it is observable, that the World is amused with loud Outcries against the Avarice and Oppression of the Ecclesiastical Lessors; but scarce

one of their Tenements is, on account of their exorbitant Demands, suffered to drop into their Hands ; and it would be strangely unaccountable in the Tenants, if they should ; for, notwithstanding the Clamour they raise about the exorbitant Demands that are of late Years made upon them, it is very plain that they cannot lay out their Money so advantageously elsewhere ; and even their Advocates in Print, as well as the Facts themselves, are a convincing Proof, that they renew their Leases, for the most part, at less than half, rarely, if ever, at so much as two thirds of the Money taken by Lay-Lords, or of the real Value of such Renewals.

Before I quit this Subject, let me advertise the Reader, that the Author's Assertion, *p. 31, viz.* "*That the Rent reserved on Leases of this kind is commonly one third of the yearly Value ;*" seemed so different from the Truth of the Facts that had come within my Observation, that it put me on a further Inquiry ; and having an Opportunity of resorting to a large Rental of one of those Societies, which are included in the Statute of the 18th of *Q. Eliz.* and thereby obliged to reserve one third Part of their Rents to be payable in Corn and Malt ; the Quantity of which was to be computed from the Prices of Corn at that time, *viz.* Wheat at 6 *s.* 8 *d.* and Malt at 5 *s.* a Quarter ; and the Lessee to have his Option of paying it in kind, or redeeming it with Money, in future Time, at a Market Price ; from this Rental I extracted one hundred Instances (in Order as

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they

they there stand): And from the *Data* which they furnish me with, I think, it will appear, that the *Ratio* between the Rent, and yearly Value, even of the Estates within the Limits of this Act, notwithstanding those Rents are thereby increased to $\frac{2}{3}$ of what they would have been, if that Act had not been made, is vastly different from the Assertion above-mentioned. Thus for Instance,

In the Rental, or Register Book, which I took those Extracts from, the Rents, and other Reservations, together with the last Fines or Renewals, stand as follow :

1. The old Rent, or *That* $\frac{2}{3}$ of it which is still paid in Money.
2. The Grain, *viz.* the Quantity of Bushels and Price redeemed at.
3. Some new Reservations, which the Society have from time to time made for the Augmentation of poor Vicarages or the like, by accepting less Fines as an Equivalent to the Lessee in respect thereof.
4. The Fines paid on the last (and some former) Renewals ; which the Society generally state at a Year's Value, exclusive of the Reservations above-mentioned.

In my Computation from hence, I have taken it for granted, that the Sum of all these together is the full improved yearly Value

of the Tenement (whether this be not too great a Concession, I leave to the Lessee's private Judgment) : And having added all these Totals together, for the whole Number of Instances above-mentioned, I make the Aggregate thereof, the Denominator of a Fraction : And the Sum of the Totals of the three Reservations being made the Numerator thereof, that Fraction will express the *Ratio* of the reserved Rents to that of the yearly Value : And this will turn out to be as 2 to 9, or near it : But then, if it should appear, that the yearly Value, thus established, is not more than the *clear yearly Income*, free of all manner of *Reprizals*, as I believe is, in general, the very worst of the Case ; then the Consequence is, that the whole Sum paid out amounts to about 4 s. 6 d. of the Pound.

But again, from these Extracts, the old Rents being summ'd by themselves, and one half of that Sum added thereto ; the Aggregate is the whole that was reserved, before the making of that Act ; And by comparing this in like manner as before, the *Ratio* will be that of 1 to 10, or very near it : And now, if it be considered, that none are affected by the before-mentioned Statute but the two Universities, and the Colleges of *Winchester* and *Eaton*, whose Corps of this kind bear but a small Proportion to those of all the Ecclesiastical Persons and Societies in the whole

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Kingdom ;

Kingdom ; it will be very manifest, that
The Generality of the Tenants, of this kind,
pay but about $\frac{1}{10}$ of the Yearly Value of their
Tenements, by way of reserved Rents.

I have an Observation or two more to
 make in relation to this Subject ; but as they
 are more properly Omissions in my *Gentleman's*
Steward, &c. shall refer them to the Supple-
 ment thereto.

A SUP.

A
SUPPLEMENT
TO THE
Gentleman's Steward, &c.

Although I have taken a pretty deal of Pains in the foregoing Tract, to defend my former, against the Objections which I think do not justly lie against it; I would have the Reader know that I am very conscious of its Imperfections, and Deficiency; some few Things in it I see reason to retract, and a great many others that belong to the Subject are omitted: Of the first kind are, my Observations about Reversions. I have, in valuing a Term of Years, or for a Life that is to be nominated, and commence at the Death of a Life or Lives *in esse*, run into an Error of the same kind with that of the Author of the *Essay*; I desire therefore, that the two last Paragraphs in *p.* 81, may stand thus corrected.

If

If it be required to shew the Value of a Term of Years, or of a Term determinable on the Death of any Life or Lives, which Years are to commence, and which Lives are to be nominated, at the Death of any Life or Lives *in esse*; It will be necessary for this Purpose, a Table should be made exhibiting the Amount of all the Probabilities that the Annuity will be paid 1, 2, 3, 4, 5, &c. Years, on the Contingency of Lives of the different Ages: Which Amount (no Interest discounted) will be the Number of Years that such a Life may be deem'd equal to; and then the Term, *in posse*, must be considered as a reversionary Term to commence at the End of the former.

But until such a Table be prepared, it may be sufficient for the Value of a Term, &c. to commence after a single Life, if, from Dr. Halley's Table, be taken out the Number of Years intercepted between the given Age of Life, and the Time when the Persons then living are reduced to half that Number, and to consider those Years as the Length of the Term, *in esse*: And if that Term subsists on more than one Life, it may (perhaps) be found equal in Value to a single Life of some Age or other; and then that Age may be made use of as before. I do not lay down this as a Rule of computing, but as a convenient way of guessing at those Values;
and

and which may be made use of, until Tables better established by Observations than the *Breslaw* ones, may encourage some Person or other to imploy his Time and Skill to set forth a Deduction from them, more to be depended on, than those of mine are : And if it be consider'd in this Case, that when the Term *in esse* is a long one, the Difference of 5 or 6 Years in its Continuance, hath but little Influence on the Value ; and that, when it is a short Term, the Difference arising from the Discount is but small and inconsiderable ; I say, if this be duly weigh'd, the Method here laid down will appear liable to no great Inconveniency.

Another Thing in that Chapter of mine, *Of Reversions*, and which may be liable to some Exceptions, is this ; that I have allowed the Purchaser of an Annuity, for a Term in Reversion, the same Rate of Interest for his Money, that I have the Annuitant in Possession ; although the former is plac'd out at compound Interest for a Number of Years, at the End of which it may be taken in with all its Increase at one Lump, by a Sale of the Annuity ; whereas the other is to receive his Interest, with Part of the Principal, every Year, (when perhaps he hath no Call for it) and to have only Interest for the Remainder : And this Objection, I admit, is of Force ; and by way

way of Correction, refer to what I have taken Notice of, on this Head, before, in my second Note, *p.* 54; to which I would add, that when the thing purchased in Reversion is an Estate consisting of Land, Houses, &c. which the Tenant in Possession hath a Power of reducing to less Value than it is of, at the time of taking the Reversion (and this is often the Case, let the Covenants of the Lease be ever so strict and binding); this alters the Case, and is at least a full Compensation for the Benefit arising by the accumulated Interest before-mentioned.

But when the Annuity purchased is a certain Income or Rent-Charge on an Estate, to commence after a Term of Years in being, it is doubtless reasonable that the Purchaser be contented with a less Rate of Interest than may be expected for the Money sunk on the same Annuity for the Term in Possession: And the Reason is very plain; for here is no Possibility of being kept out of the Interest, or of making no Advantage of it: The Man who thus lays out his Money is assured of the Income of it, and of a Profit on that Income, and again of the Increase Year after Year, for so many Years as the possessionary Interest in the same continues; he does, in effect, purchase an Estate for which he is sure of a Tenant that cannot defraud him of his Rent (for so the Interest of the Money he lays out may be called); and hath this further Advantage, that no Time, Trouble, or Charge, attends the Recovery of it; neither

is it detained one Day after it becomes due, but is immediately taken as Money likewise at Interest on the same Security.

The Rate of Interest for Money, thus laid out, will likewise be limited in some Degree by the Length of the Term *in esse*; but every prudent Purchaser must accommodate *that* agreeably to the Circumstances of his Family: Thus, for Instance, every body would be willing (in his private Capacity at least) to keep the Benefit within View; no Purchaser could be found, who would lay out Money on an Estate that should make no Return till perhaps the third or fourth Generation; this would be to provide for Strangers to himself and Family, or perhaps laying up a Fund for Lawyers.

It may be said, that Purchases of this kind (although the making them should be allowed a good Disposition of Money, for the Benefit of Posterity) are not so eligible, as to go off for less Interest than others; because by this means a Man divests himself of Money, which he may want the Use of again, in his own Life-time; or his Posterity may call for it long before the Annuity comes into Hand.

And this Observation is very true, and is a Matter of Prudence. Every body ought to look before him, and not lay out Money that should buy him Bread next Week, in Food which he cannot have till next Year; because when it would be enough to support him a whole Month: But when it is consider'd that at any time, during the time *in esse*, the reversionary

Annuitant may, if his Occasions require it, probably dispose of his Interest to good Advantage in Proportion to the time that is lapsed; I believe Purchases of this kind would not lay upon Hands at a less Rate of Interest than such as must begin to be paid off in a very few Years time.

As to the Error in my Tables. *p.* 98, (which the Author of the Essay hath taken notice of) I have wrought over that particular Number *wiz.* for the Ages of 12, 12, 12 at 5 *per Cent.* and find that it should have been 19, 13, instead of 19, 54. As this hath likewise an Influence on the succeeding Numbers in that Column, and those under 7 *per Cent.* I desire that the same be corrected as in the Table adjoining.

I am aware, that a great many small Mistakes of this kind are crept into the Tables; but hope that few of them amount to so much as an Unit in the first Place of Decimals, and that affects it to but $\frac{1}{10}$ of a Year's Value, which is not so considerable as to need any Apology; neither do I know of any other material Objection to what I have there advanced, nor any thing else that I at present see any Reason to retract.

Age	5 <i>per Cent.</i>	7 <i>per Cent.</i>
12	19.13	13.90
22	18.98	13.83
32	18.84	13.77
42	18.71	13.71
52	18.60	13.66
62	18.52	13.60
72	18.45	13.55
82	18.39	13.50

But as to Deficiencies and Omissions these are very numerous ; for had it been my Intention to have taken in the whole Subject, a vast Number of Particulars should have been added : Thus I have not at all considered the Value of Advowsons and Patronages ; of Widowhoods, Reliefs, Herriots, Triennial or other periodical Payments ; of Leases for Years and Lives, whereby the Lessees have Power at any time during the same, to grant out Copies or other Leases, for longer subsisting Terms, or for other different Lives ; of great and small Tythes ; of Royalties, Seigniories, Fishings, Fowlings, Escheats, Deodands, Wastes, Mines, Quarries, and other Rights of Manors : On these, and a great many other Points, Queries may be started, relating to this Subject ; and, as my not handling these may be thought an Omission, I shall take upon me here to supply that Defect in some of the most material Instances.

And *first*, as to *Advowsons* or *Rights of Patronage*, they may be consider'd as Perpetuities, either to the whole or to alternate Vacancies : Or, as the next Avoidance only, sometimes the two next, or the next but one, &c.

I begin with that of the Nomination to the next Avoidance of a Living ; for, when that is rightly understood, there can be no great Difficulty in computing the Value of the Perpetuity, or that of any alternate Turns.

As this is a beneficial Interest, as saleable and for which a Person is as like to get a Purchaser, as for any other, I see no Reason why it may not be consider'd as an Estate (of its yearly Value) for one Life; *to be named, and take, at the Death of a Life in Being* (*viz.*) the present Incumbent. If it be said, that the Purchaser, when he buys, hath the Person in View whose Life he intends it should be held for; and therefore, as to him, it is no other, than an Estate for one Life, *immediately to be named*, in Reversion of the present Incumbent, who very probably may outlive the Person he intends it for, I think this is an Argument of little or no Force; for, if the present Incumbent survives the intended Clerk in Reversion, and there is no other, for whom the Purchaser would (at so great an Expence) provide; then the Right of presenting will go to the same Market again; and doubtless, as the Term *in esse* is nearer an Expiration, such an Advance will be given, over and above the first Purchase Money, as the Interest thereof, for the time lapsed, amounts to.

But tho' *the Tenure* be so much like those of Estates for Life, the *yearly Value*, and *Outgoings* must be differently consider'd; at least, according to my Scheme of Calculation, it must: But, as to the Method of Valuation recommended by some others, who claim an Allowance for the *Lease-hold Purchaser*, for *manuring and managing the Estate*; there the yearly Value so reduced, is much of the same kind

kind with this, after the Expence of serving the Cure is deducted.

To the Expence of a Curate, must be added, the Tenthspaid out yearly; the Rates, Taxes, and Repairs: And this altogether is an Annuity to be paid out; and if the Profits consist of Tythes, and a Glebe only, then the Value thereof being known, as also the first Fruits, and Charge of Institution and Induction, I cannot think of any thing else necessary to ascertain the Value of the Interest, accruing to the next Nominee.

For, by the Rule herein before laid down, the Number of Years, which the present Incumbent may probably live, being found; the gross Income of the Living (when in hand) must be valued for one Life of about 30 Years of Age, at a proper Rate of Interest; the Amount of which being discounted at 4 *per C.* for the Years before found, as equal to the Life *in esse*, produces the Value of that gross Income in ready Money: Again, let the Value of the Annuity paid out to the Bishop, Curate, Rates, Taxes, and Repairs, be in like manner computed, (but, *as to the Term expectant*, at a lower Rate of Interest than before) this Value must be subtracted out of the former; as must also the Value in ready Money of the first Fruits, Fees, &c. to be paid by the Clerk on Admission. And then the Remainder is, I think, the fair Value of the Benefit that is to be purchased: Let me explain this by an

E X A M P L E.

A Rectory consisting of great and small Tythes, of 160 *l.* a Year, and a Glebe of 40 *l.* a Year ; out of which the Tenths, Rates, Taxes and Repairs, amount to 30 *l.* a Year ; and the Payment to a Curate 40 *l.* a Year more ; the first Fruits and Fees, on Admission, amount to 70 *l.* On this the present Incumbent is 60 Years old : What is the Value of the next Presentation thereto?

	Years.	<i>l.</i>
<i>First</i> , 200 <i>l.</i> a Year for a Life of 32 at 6 <i>per Cent.</i> }	11,47	2294
Deduct 70 <i>l.</i> a Year paid out at 4 $\frac{1}{2}$ <i>per Cent.</i> }	13,55	949
		1345
Deduct also the Sum to be paid on Admission }		70
The Remainder is the Value of the Living on a Life of that Age, when it comes into Hand. }		1275

Secondly, By Dr. Halley's Table 242

Persons that are living of the Age of 60 are reduced to half that Number in 12 Years ; and therefore I take it, that the Value of the next Presentation to this Living expectant on the Death of an Incumbent aged 60, is as follows, *viz.*

1275 *l.* payable after 12 Years, which
(Discount being allowed at the Rate
of 4 *p. Cent.*) is worth in ready Money } 790 If

If the Inquiry be of the Value of a Vicarage endowed, or of any other spiritual Promotion, the Profits whereof consist of a Payment in Money out of Lands settled for that Use ; or of the Profits of Lands, or the like ; the yearly Value of those Profits, and of the Payments out of them, must be fixed and established with Judgment, and then the Computation is the same as before.

But oftentimes those Livings consist of a Corps on which the Incumbent hath a Power of Leasing, during the whole time that he is possessed of the Benefice : And the Value of such a Right as this admits of a great deal of Variety ; for it will be different according to the different Powers, and different Tenures annexed to it : Thus, for Instance, the Incumbent may have Power to renew after a particular Lapse, by the Death of *One*, or not till the Death of *Two* Lives ; the Grants to be made may be for Years, and he may have no Power of filling up less than 7 Years Lapse : Again, he may, or may not have Power to accept of Surrenders, and to regrant : The Lives he fills up may have Widowhoods annexed, or they may not : These, and a great many other Rights and Customs, go with some of those Corps, and others are exempt from them. It would be endless to enter into particular Instances of this Nature : I hope from what I have heretofore observed, with what I shall further take notice of on this Subject, the judicious Reader will find out a general Rule, to which
he

he may be able to reduce any of those particular Cases, and discover the Value of the thing inquired after.

Again, if it be inquired what the 2d Presentation to the former Rectory is worth: Reason tells us, that this can be no other than 1275 *l.* payable at the End of 40 Years to come; which Number of Years arises by adding 28 (the Years that, by Dr. *Halley's* Table, a Life of 30 hath an equal Chance of Living) to 12, the Years expectant on the Life of the present Incumbent: And this View is at too great a Distance for the Purchaser to advance his Money at less than 4 *per Cent.* Therefore,

1275 *l.* payable at the End of 40 Years } 268
is worth

By the like Process the third Avoidance } 64
will not, at 4 $\frac{1}{2}$ *per Cent.* be worth
more than

Now that of the next Turn at 5 *per Cent.* } 10
worth

And supposing all this, and considering }
this last Value is the Purchase of an }
Expectancy after 96 Years; I believe } 1132
it will be admitted, that all these Va- }
lues being added together, that Sum }
will be but a very little short of the }
Value of the Perpetuity, *viz.*

I chose this Method of Computation, because the Answer shews at once the Value of the second, third, and fourth Turns, and by that

that means solves all the Queries that can be raised about it : And nothing can be necessary to be added, but this; that in regard to the Nature of the Tenure, and Qualifications of the Person who can enjoy it, and some other Circumstances with which it is attended, the Purchaser may, perhaps, expect 1 *per Cent.* more for his Money than he who purchases another Estate.

But in this respect every body will govern himself by the Circumstances of his Family, and the Opportunities he may meet with; and I think it cannot be denied, but the Accidents of that kind do, in some measure, alter the real Value of those Benefices, which are purchased to suit with them.

Let me next examine into the Value of such Payments as are to be made at the End of a certain Period of Years for ever: Thus for Instance, suppose a Man holds an Estate in Fee, on Condition that at the End of every 7 Years he pay out to the High and Chief Lord 20 *l.* and suppose he would purchase off this Payment at the Rate of 3 *per Cent.* for his Purchase Money: And also, let it be admitted that 3 Years of the first 7 are already lapsed, what is the Value of the Purchase?

First, out of Tables I. and II. of my *Gent. Steward*, &c. take the several Values under 3 *per Cent.* (those Tables being supply'd with a Column for that Rate of Interest) viz. .81 in the second, and 6. 23 in the first Table; the former of these being divided by the latter

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shews,

shews, that 1 *l.* payable at the End of 7 Years is equal to an Annuity of 0, 13; such an Annuity in Fee at the Rate of 3 *per Cent.* is worth $33\frac{1}{3}$ Year's Value; and the whole to be sold, supposing the first Payment were to be at the End of 7 Years, would be 4 *l.* $\frac{1}{3}$; but, as the first Payment is to be at the End of four Years, the Value will consist of two Parts, viz. first of 1 *l.* payable at the End of 4 Years, and then of 4 *l.* $\frac{1}{3}$, payable at the same Time; so that the whole Value of such a Payment will be 5 *l.* $\frac{1}{3}$, payable at the End of four Years, which at the Rate of 4 *per Cent.* is worth, in ready Money, by Table II. 4*l.* 10*s.* 6*d.*

The Reader will easily perceive, in what Manner this is applicable to all manner of Payments or Receipts, which are due at fixed and certain Periods; and, as to Reliefs and Herriots, payable on the Death of Lives, the Method before laid down with comparing them with a Term of Years certain, will, if duly attended to, furnish him with a Rule to discover the Values, as correctly as is necessary, on those uncertain Periods likewise.

Nothing is more common in Copyhold Tenures, than that one of the Customs of the Manor of which they are held, annexes a Right to the Widow of a Tenant (who dyes seized) to hold the Tenement, *dum sola et casta vixerit*; in some Manors the Lord grants Leases for two, in others for three, and in some I have known five male Lives granted, with Right, as beforementioned; sometimes

to

to the Widow of each Life who dies possessed of the Tenement; but in other Manors, only to the Widow of the last Life named, or of the surviving Life.

I suppose it will be granted, that all Persons will execute the Power they have, to the utmost Extent thereof, for their own Benefit: And then it will naturally follow, that every Life, on a Tenement whose Widow is entitled, will be sure to leave a Widow to enjoy his Tenement: And one Position more may be laid down, as a Matter of general Observation, that the Woman who hath an Estate for her Widowhood, finds Means to hold it to the Day of her Death, or at least until she can renew, or surrender it for a valuable Consideration.

This being premised, a great many Queries will arise, with relation to the Value of Estates on those Tenures, as they may be differently circumstanced.

When a Man that is married to a Woman near about his own Age, holds an Estate of this kind for his Life, here the Holding is absolutely for his Life in Possession; but then, the reversionary Right depends on the Survivorship of the present, or of some after-taken Wife; such a Survivorship there will be by the above Position; but how to come to the Knowledge of the Value of that Estate, is the Difficulty.

Let it then be considered as a Tenure consisting of two distinct Parts, and to be held by A and B, as follows.

First, A holds an Annuity (of 100 *l.* a Year, for Instance) for the Term of his natural Life, and is 32 Years old, and married to E, of the same Age.

Secondly, B is to hold the same Annuity, from the Death of A, during the Life of E, if she survive ; or else, during the Life of some other after-taken Wife of A, which shall survive him.

The Interest to be discounted being supposed after the Rate of 4 *per Cent.* let it be required to find the Value of the Right of A and B respectively.

	<i>l.</i>
Two Lives, each 32 Years old at } 4 <i>per Cent.</i> are worth	18.66
One Life of that Age is worth	14.30
	4.36

And hence,

The Right of A in the Annuity can be } no other than	14.30
And the Right of B, if E survives, } will be	4.36

But, as A hath an equal Chance of out-living E, and of leaving a Person to succeed, which instead of 57 Years of Age (the probable Case, as it is here put) may not be more than 22 Years

Years old; let the Value of such a young Life in Succession of A be found.

Thus, by my Tables at 4 *per Cent.*

As	9.13	The Value of a Life of 57
:	16.05	The Value of one of 22
::	4.36	The Right, if E survive
:	7.00	The Right, if A survive

And now, as the Probability of Survivorship is of equal Value, the Medium betwixt those two Values, *viz.* 5. 68. may be taken for the real Value of the Right that B hath in the Annuity, Interest being discounted at the Rate of 4 *per Cent.*

1.

And so the Value of the whole Tenure is 1998
 Of which the Right of A is worth 1430
 And that of B worth 568

'Tis very plain, that by this way of arguing, and discounting at 4 *per Cent.* an Annuity or Estate, held by the Life of a Man of 32 Years old, with a Widowhood annexed to it, is better than if held for the Term of two such Lives, and the Survivor, by about $1\frac{1}{3}$ Year's Value. But if a Rate of Interest of 5 *per Cent.* be allowed the Purchaser for the Money he lays out on this Tenure, then the Value of the Male-life and Widowhood will exceed that of two Lives by 1.05 only; and this Excess will continually decrease as the Rate of Discount increases.

increases. If it be said that I have here stated it in the strongest Terms against the Tenant; let it be considered, that a Man may have it in his Power to name his Successor at the Age of 80 or 90 Years; that he hath the Choice of all his Female-friends and Relations, and may pick out one of a healthy Constitution, and of the best Age: And when this happens to be the Case, the Estate may probably stand out on such Lease or Copy, for a Term of 100 Years.

I must leave the Reader to apply this to the different Tenures of this kind beforementioned, in which I think he cannot meet with any very great Difficulty, when he considers the above Instance with due Attention.

The next Thing that is to be considered, is in relation to Manors held by Leases for 21 Years, or Lives, of Ecclesiastical Lords; whereby the Farmer or Lessee hath a Power of granting out Leases or Copies, either for a Term of Years, or for two or three, or sometimes for five or six Lives, and perhaps with Widowhoods annexed, at any time during the Continuance of his Leasehold Term.

And here, if the *Postulata* laid down p. 107 be admitted, the whole Value of such a Manor is made up of three distinct Parts or Interests For,

First, the Ecclesiastical Person or Society, is possessed of, or entitled to, *a Rent reserved* payable during the Continuance of the Term granted to the Farmer; and then, after the Expiration of that Term, as well to the Rent reserved

reserved by the Farmer on the Leases or Copies by him granted, (which, generally speaking, amount to enough to pay off the before-mentioned reserved Rent, and the Expence of collecting and paying it in) as also to the whole Estate, in Reversion of those Leasehold or Copyhold Terms.

Secondly, The Farmer is intitled to the Profits, arising either by any Estates in Demesne, on which he may not have any such Power of Leasing, or by Fines for renewing any Lapse that may happen, where he hath such Power of Leasing, at any time during his Term; as also, subject to the Payments out to the chief Lord as beforementioned, to the Rents reserved on the Leases and Copies granted to the Under-tenants.

Thirdly, the Lessees and Copy-holders under the Farmer, have a Right (subject to the reserved Rents, Rates, Assessments and Repairs) to the Profits of their several Tenements, during the Term so granted to them.

The several Interests being thus explained, I shall next inquire into the Value of each of them respectively, in a Manor where the Nature, and particular Circumstances, together with the yearly Values, are as in the following

E X A M P L E.

A B holds of the Dean and Chapter of — the Glebe and Manor of — consisting of a Demesne, whose yearly Value is 70 £. but subject

ject to Rates, Taxes and Repairs, which one Year with another amount to 10 *l.* and of twenty other Tenements, whose yearly Values, taken together, amount to 840 *l.* but subject to a like Proportion of Out-goings with those on the Glebe beforementioned; the Rent reserved to the Lord is 25 *l.* a Year: On these twenty Tenements, there are Leases and Copies subsisting for two Male-Lives, with a Widowhood annexed to that of the Survivor, which is the utmost Estate that the Farmer hath a Power of granting out; but then he hath a Power of renewing any Lapse that may happen during the Continuance of his Term, which is 14 Years yet to come of a Term of 21; the Rents reserved by those Leases and Copies are sufficient to pay the Lord's Rent: Let the Inquiry be, What is the Value of the whole Estate? And, how is that Value made up by the several Interests now subsisting thereon? As also, What is the Renewal of the seven Years lapsed in the Lease to the Farmer worth?

First, then,		
The whole Estate is 910 <i>l.</i> a Year,	}	20222
which at $4\frac{1}{2}$ <i>per Cent.</i> is worth $22\frac{2}{9}$ Years Value		
Out of which deduct the Out-goings,	}	3714
130 <i>l.</i> a Year at $3\frac{1}{2}$ <i>per Cent.</i> worth $28\frac{4}{7}$ Years Value		
The Remainder is the whole Value sought, <i>viz.</i>	}	16508
		The

The next Enquiry is, how this Sum is made up by the several Values of the Lessees and Copyholders Interest; that of the Farmer, and that of the Lords.

To begin with that of the Lessees or Copyholders.

	l.
840 l. a Year for three Lives and the Survivor, (suppose each of 32 Years of Age) at 6 <i>per Cent.</i> 15,01 Years.	12608
Deduct 145 l. a Year, at 4 <i>per Cent.</i> 20,63 Years Value	2991

The Remainder would be the Value of the Lessees and Copyholders, if their Tenure had been for the three Lives and Survivor absolutely.

To which add one Year's Value on account of the Widowhood, which is near about the Excess of the Value on account of that Contingency.

This makes up the Value of the whole Interest, which the Leasehold and Copyhold Tenants are entitled to.

The next thing to be considered, is the Interest that the Farmer hath in the same; and,

Q

First,

First, He is intitled to an Estate of 70 <i>l.</i>	}	693
a Year, for a Term of 14 Years, which		
at 5 <i>per Cent.</i> is worth 9.90 Years Value, or		
Out of this deduct 10 <i>l.</i> a Year paid out	}	105
to the Rates, Taxes, and Repairs, at		
4 <i>per Cent.</i> 10.55 Years Value.		
The Remainder is the Value of the	}	588
Demesnes.		

Secondly, He is intitled to the Fines that may accrue, by renewing any Life or Lives, in the Space of 14 Years ; and as by the *Postulatum* the Farmer is supposed at the End of his Term to leave the Leasehold Interest subsisting, as extensive as he can : I think this Power of filling up the Leases is equal in Value to that of 14 Years, lapsed out of a Term of three Lives.

The Tables which I mentioned before, arising from the Sums of the Probability of Life, without regarding any Discount at all, would be useful for solving this Difficulty : But in the mean time, before a Table is made for that Purpose, I think no great Error will accrue, by proceeding with my Tables in the *Gentleman's Steward*, &c. in the following manner ; or with Dr. *Halley's* Table, from the Bills of Mortality, as I have likewise applied the same.

By

By my Tables, in the first place,

Years.

A Lease for the three Lives given, is
by Tab. 9. worth 15.01 Years Va-
lue, and that by Tab. 1. answers
to a Term of 40 Years. } 15,01

A Lease for 26 Years, by the same
Table, is worth } 13,00

Hence the Value of 14 Years Lapse is 2,01

And that this is nearly the Value of such
Lapse, will be in some measure confirmed by
Dr. Halley's Table. Thus of 515 Persons of the
Age of 32, there are 128 dead in 14 Years;
therefore, as 515 : (3×128) 384

: : 2.62 { The Value of a Life of 12 in
Reversion of two of 46.

: : 1.96 The Value of the Renewal.

Hence I think it may, without any great
Error, be concluded, that two Years Value,
payable after 14 Years, is the Worth of this
Right of renewing; wherefore,

1390 *l.* payable after 14 Years at 5 *per*
Cent. which may be called the Value } 709
sought, is

And this, added to the Value of the De-
mesnes before found, gives the whole } 1297
Value of the Right and Interest of
the Farmer.

Q 2

And

And now I come in the last Place to consider the Value of the Lord's Right in the Estate.

	Years.
<i>First</i> , 25 <i>l.</i> a Year Rent during the Continuance of the Leasehold and Copyhold Interest, this (the Widowhood consider'd) is worth 23 Years Value.	575
<i>Secondly</i> , 70 <i>l.</i> a Year at $4\frac{1}{2}$ per cent. out of which deduct 10 <i>l.</i> a Year, at $3\frac{1}{2}$ per Cent. Remainder is the Value in Fee.	1273
Deduct out of this the 14 Years <i>in esse</i> , worth	588
The Remainder is the Value of the Demesnes, in Reversion of the Farmer's Right therein.	685

Thirdly, The Right of the Leaseholders and Copyholders, viz. 10337 *l.* being taken out of the whole Value of the Estate, viz. 16508 *l.* will leave 6171 *l.* which will be the Value of the reversionary Interest at the End of 14 Years, when the Farmer's Right determines.

Hence the present Value of such reversionary Right, Interest discounted, at 4 per Cent. is	3579
This Sum added to the two former gives the whole Value of the Interest that the Dean and Chapter have in the Estate, viz.	4839

And

And now, if the three distinct Values }
 thus found be added together, their }
 Sum will not differ much from that } 16473
 before found, as may be seen by }
 comparing the former with this, }
 which is }

There remains, then, to enquire into the Value of renewing the 7 Years, lapsed out of the 21.

And first for that of the Glebe,

70 l. a Year for 21 Years at 6 *per Cent.* }
 deducting 10 l. a Year for the same } 683
 time, at 4 *per Cent.* is worth }

And 70 l. a Year for 14 Years, at 6 *per Cent.* }
 deducting 10 l. a Year for the } 545
 same time, at 4 *per Cent.* is worth }

This latter Sum subtracted from the }
 former, leaves the Value of the Re- } 138
 newal of the Glebe, *viz.* }

Again, as to the Manor,

By the like Process with that before in }
 Page 115, the renewing all the Lapses }
 that will probably happen in 7 Years, } 494
 will appear to be worth .7107 Years }
 Value ; and hence the Sum that will }
 arise by such Renewals, is 695x.7017 }

But

But this is supposed to be done at the
 Time that the Lease of 21 Years expires; therefore 494*l.* payable after
 21 Years, at 4 *per cent.* Discount, is
 the Value of renewing the Lapse, to
 be paid to the Dean and Chapter, *viz.*
 This with the former Sum makes the
 whole Renewal worth

217

355

Thus have I at large explained this Example, in every Branch thereof; and if it be not with so much Accuracy, as a more certain *Data* would have enabled me to have done, yet I think *the Method* will appear a rational one, and furnish such as are willing to pursue the Matter further, with some useful Hints for that Purpose.

'Tis true, that a great many other Queries may be started, with relation to the Tenures of those Kinds; for the Customs of Manors are almost innumerable, and in some respect or other every one of them varies from all the rest: But I believe, that when all such of them as are capable of being applied to some or other of the Rules here laid down, are left out of the Number of the unsolved ones; the Remainder will appear very trifling, and rather Matters of Speculation and Curiosity, than general Use.

Great and small Tythes is an Estate, in some respects, different from any that I have before considered; and some People contend that they

are

are worse, and of less Value, than an Estate of Lands of the same yearly Amount, whilst others are of a contrary Opinion, and think them rather better; and that they ought to sell for more Money, in Proportion to their yearly Value, than the Lands out of which they are produced.

Let this Matter be examined by the Rules I have before laid down, *p.* 76 &c. And when the Properties, that may justly induce a Purchaser to lay out his Money in these rather than Lands, are compared with those which render the latter more eligible; I believe it will appear, that the Rate of Interest, which may be expected for the Money, sunk in the Purchase of Lands of the *best* Kind, will, for the most part, be a proper Discount for that which is laid out in Tythes, produced out of the same, or the like Estates; for

It should be consider'd, that Tythes are due in Kind, that is, they consist of one Part in ten of the Fruits, which the Occupier of an Estate is obliged to set forth, and the Parson hath no more Trouble than to fetch them home, when he hath Notice of their being ready for him: Or, in case the same should be withheld by the Tenant, the full Value thereof is very easily recovered: Again, no Expence of Repairs of any kind goes out of it; nor is it liable to any Accidents, arising by Decay of Buildings, or the like; the Owner is entitled to one tenth Part of the Improvement made on any Tenement, without bearing any Share of the Expence; add

to this, that as to great Tythes, the *Quantum* is very easily adjusted ; and 'tis hardly possible, that any lasting Dispute should arise about them ; and again, the Title to them is very rarely litigated.

When the Matter is view'd in this Light, a Purchaser would be inclined to lay out his Money at a Discount of perhaps one *per Cent.* less than he would on the Lands themselves : But, withal, it should on the other hand be consider'd, that the Parson, or Impropiator, hath no Power to distrain for Tythes, as a Landlord may for Rent ; and that the Arrears of one Occupier cannot be levied on a succeeding one, to whom he may assign the Estate, as in the Case of Rents they may. 'Tis true, as before-said, the Improvements of an Estate add to the Value of the Tythes ; but then, on the contrary, bad Husbandry sinks the Value of the tenth Part, in Proportion to that of the whole. And the Proprietor of the Tythes hath it not in his Power to *direct* the one, nor *prevent* the other ; again, if the great Tythes are less liable to Disputes, 'tis as evident that the small ones admit of endless Cavils and Litigations : And 'tis in vain to expect, that such People as make it no Matter of *Conscience* to defraud, will be with-held from it by any other Bands, which they have the *Power* to break, or the *Craft* to untie.

How numerous are Disputes about this Branch of Property ! and how fatal in their Consequences ! Thus very often a Vicar strenuously

nuously demands a Right that doth not justly belong to him; or, perhaps, claims it in a manner that Custom, and immemorial Prescription, will not by any means justify; notwithstanding which, blown up with his Superiority of Knowledge, and spurr'd on by avaritious Desires, nothing less than a Compliance with his unjust Demands will preserve Peace: And if this be not submitted to, a Fire is kindled, not to be extinguished until it hath consumed all the Kindness and Benevolence, all the Awe and Esteem, all the relative Duty and Affection they owe to each other; and perhaps, ten times so much Money as the Thing contended for is worth.

And again, how common is it for Parishioners, when, by the Remissness of a former Incumbent, or, by his blameable Compliance with Terms prejudicial to the Interest of himself and Successors, as well as by the Aid of their superior Substance, (which they very often unite for that Purpose) they think themselves capable of obtaining their Ends, to seize into their Hands, and unload their Estates of a good Part of what they take to be an unnecessary Incumbrance! In which Case the poor Vicar hath his Choice, either of entering into a vexatious Law-suit with Antagonists, that think it no Crime nor Dishonour to lay hold of all the Advantages that their superior Fortunes, the peaceable Disposition, Indolence, or Unwariness, of former Vicars; the Carelessness of preserving Terriers and Records; and even the

base Compliance of such as intruded themselves in the Times of Civil War and Confusion, furnish them with ; or, of tamely giving up a Property which he is well assured belongs to the Vicarage, to the Prejudice of himself and Successors, throughout all succeeding Ages.

But to return to the Subject I have digress'd from ; what I have taken Notice of, in relation to the Properties of an Estate consisting of Tythes, will, I believe, suggest to the Reader, that sometimes *a greater*, and sometimes *a less*, Rate of Discount, ought to be allowed the Purchaser for the Money he lays out ; which may be moderated by a due Application of the Rules and Observations I have before laid down.

In my *Gentleman's Steward Instructed*, I have sufficiently explained the Rule there laid down, for computing the Value of renewing seven Years, lapsed in a Lease for 21 ; but since the Process may be shortened and rendered much easier by a small Table for that Purpose, I shall here supply that Deficiency, by inserting one, that will exhibit, at one View, a Factor ; whereby, the yearly Rent, for which an Estate is or should be lett, (the Landlord paying reserved Rent, Rates, Taxes, and Repairs) being multiplied, the Product will be the Value of the Renewal in Money : But then this is to be understood, of such Tenements as consist of a Farm-house in good Repair, with suitable Conveniencies for the Accommodation of the Tenant that is like to enjoy it ; and where the

Out-goings

Out-goings are not more than 14, nor less than 3 Shillings in the Pound, of the yearly Rent it is lett for.

Out-goings in each Pound of the yearly Value.	Factor.	Out-goings.	Factor.	Out-goings.	Factor.
Shillings.		Shillings.		Shillings.	
3	2,00	7	1.48	11	0.96
4	1,87	8	1.35	12	0.83
5	1,74	9	1.22	13	0.70
6	1,61	10	1.09	14	0.57

The Reader must be informed, that this Table allows the Purchaser 6 *per Cent.* for his Money; and discounts the Out-goings at 4 *per Cent.* when they amount to no more than 3 s. in the Pound: But when they run so high as 14 s. in the Pound, then at 5 $\frac{1}{2}$ *per Cent.*

This Table is so plain and easy, that nothing can be necessary but an Example or two, by way of Illustration; and to compare the Consequences of this, with those of another practis'd Method of computing.

EXAMPLE I.

A Tenement, worth and lett for 95 *l.* a Year, out of which there issues to the Lord 7 *l.*
R 2 a Year,

a Year, and to other Incumbrances, in all 12 *l.* a Year; What is the Value of renewing 7 Years, lapsed out of a Term of 21 Years?

Out-goings, 19 *l.* that is, 380 Shillings.

Yearly Rent 95,) 380 (4 *s.* { which is the Sum
paid out for each
Pound of the Rent.

The Table right against 4 *s.* exhibits the Factor 1,87. And 95 *l.* multiplied by 1.87 produces 177,65 *l.* the Value sought.

One Year's Value (exclusive of 7 *l.* Rent) is } 88,00

Hence, if the Lapse be renewed on those Terms, the Lessor gains thereby, more than he pays for the Renewal. } 89,65

EXAMPLE II.

What is it worth to renew the like Lapse on a Tenement, whose Rack-rent is 80 *l.* reserved Rent 20 *l.* and the other Out-goings 16 *l.* more?

Whole Out-goings 36 *l.* or 720 Shillings.

Rent 80) 720 (9 *s.* in the Pound paid out

Against

Against 9 s. Tabular Number, 1.22 ; which multiplied by the Rack-rent, 80 l. produces the Value sought, 97,6 l.

☞ If this were to be renewed at one Year's Value, exclusive of the reserved Rent, } *Viz.* 60,0

Then the Advantage to the Tenant is more than $\frac{1}{3}$ of the Money he pays for the Renewal, } 37,6

As the Number of Years Value, which an Estate is worth to be sold, *will* or *should* always keep Pace (in a contrary Order) with the Interest of Money ; so will the yearly Value thereof in Money, (in an uniform Order) with the Price of the Necessaries of Life ; and hence, to pretend that such Value in Years shall continue through a long Series of Years, *a fixed Number* ; during which, the Interest of Money is continually *fluctuating* ; or, that the yearly Value of the Estate is the same that it formerly was, altho' the Price of the Necessaries of Life produced out thereof, is in that Period increased perhaps four-fold ; is such an absurd and preposterous Way of arguing, as cannot obtain the Concurrence of *any Person* who is endued with the right Use of his Reason.

But to carry this View a little further ; a great many very antient Donations are still subsisting, which are limited to pecuniary Annuities, and payable out of Lands, which are
now

now of a much greater, perhaps six times the Value: The Donors had, doubtless, in View, by these Bequests to provide for the Necessities of so many indigent Creatures, as such a Proportion of the Estates subjected would extend to; but by the ill-judged and inconsiderate Method of appropriating such a certain Sum of Money, instead of a fixed Proportion of the Fruits and Produce of the Lands, (which, and which only, will always bear an adequate *Ratio* to the Necessities of Nature) their Intentions are quite frustrated; and what they intended 200 Years ago, as a perpetual and ample Provision for 10 poor People, will now hardly supply the Necessities of three. *

I cannot, at present, think of any material Deficiencies, or Omissions, in my *Gentleman's Steward Instructed*, but what I have here supplied, except it be that Dr. *Halley's* Table, which is the Basis of my Calculations, and two or three other Tables, without which the Book is not so complete of it self, may be thought proper to be inserted. I confess myself an Enemy to Transcripts of all Kinds; but that this Tract, bound up with my former, may contain all that is necessary for Practice, have submitted to fill up three or four Pages with those common Tables.

* A Penny Loaf, formerly Bread for a Week, is now scarce sufficient for a Day.

Dr. Halley's Table Phil. Transf. No. 196, for
Estimating the Probability of Human Life,
from the Monthly Births and Burials in
Breslaw, the Capital of Silesia.

Age	Persons Living	Age	Persons Living	Age	Persons Living	Age	Persons Living
1	1000	26	560	51	335	76	78
2	855	27	553	52	324	77	68
3	798	28	546	53	313	78	58
4	760	29	539	54	302	79	49
5	732	30	531	55	292	80	41
6	710	31	523	56	282	81	34
7	692	32	515	57	272	82	28
8	680	33	507	58	262	83	23
9	670	34	499	59	252	84	20
10	661	35	490	60	242	85	18
11	653	36	481	61	232	86	16
12	646	37	472	62	222	87	14
12	640	38	463	63	212	88	12
14	634	39	454	64	202	89	10
15	628	40	445	65	192	90	8
16	622	41	436	66	182	91	7
17	616	42	427	67	172	92	6
18	610	43	417	68	162	93	5
19	604	44	407	69	152	94	4
20	598	45	397	70	142	95	3
21	592	46	387	71	131	96	2
22	586	47	377	72	120	97	1
23	579	48	367	73	109	98	$\frac{2}{3}$
24	573	49	357	74	98	99	$\frac{1}{2}$
25	567	50	347	75	88	100	$\frac{1}{4}$

The Annuity which 1 l. will purchase for any given Number of Years to come, not exceeding 100.

Years	3	4	5	6	7	8
1	1.030	1.040	1.050	1.060	1.070	1.080
2	.523	.530	.538	.545	.553	.561
3	.353	.360	.367	.374	.381	.388
4	.269	.275	.282	.288	.295	.302
5	.218	.225	.231	.237	.243	.250
6	.184	.190	.197	.203	.209	.216
7	.161	.167	.173	.179	.185	.192
8	.142	.149	.155	.161	.167	.174
9	.128	.134	.140	.147	.153	.160
10	.117	.123	.129	.135	.142	.149
11	.108	.114	.120	.126	.133	.140
12	.100	.107	.113	.119	.126	.133
13	.094	.100	.106	.113	.120	.126
14	.089	.095	.101	.108	.114	.121
15	.084	.090	.096	.103	.110	.117
16	.080	.086	.092	.099	.106	.113
17	.076	.082	.089	.095	.102	.109
18	.073	.079	.086	.092	.099	.107
19	.070	.076	.083	.090	.097	.104
20	.067	.074	.080	.087	.094	.102
21	.065	.071	.078	.085	.092	.100
22	.063	.069	.076	.083	.090	.098
23	.061	.067	.074	.081	.089	.096
24	.059	.065	.072	.079	.087	.095
25	.057	.064	.071	.078	.085	.094

Years	3	4	5	6	7	8
30	.051	.058	.065	.073	.080	.089
35	.046	.054	.061	.069	.077	.086
40	.043	.050	.058	.066	.075	.083
45	.041	.048	.056	.064	.073	.082
50	.039	.047	.055	.063	.072	.081
60	.036	.044	.053	.062	.071	.080
70	.034	.043	.052	.061	.070	.080
80	.033	.041	.051	.060	.070	.080
90	.032	.041	.050	.060	.070	.080
100	.031	.040	.050	.060	.070	.080

S

A Table

*A Table for reducing any periodical Payment
to an Annuity of equal Value.*

Years in each Period.	3 per Cent.	4	5	6
1	1.000	1.000	1.000	1.000
2	.492	.489	.487	.486
3	.321	.318	.316	.315
4	.239	.235	.231	.228
5	.188	.184	.180	.178
6	.155	.149	.146	.144
7	.130	.125	.122	.120
8	.112	.107	.103	.101
9	.098	.093	.090	.087
10	.086	.082	.079	.076
11	.077	.073	.070	.067
12	.070	.066	.063	.059
13	.064	.060	.056	.053
14	.058	.054	.051	.047
15	.053	.049	.046	.043
16	.049	.045	.042	.038
17	.045	.041	.037	.035
18	.042	.038	.036	.032
19	.039	.035	.033	.029
20	.037	.033	.030	.027
21	.035	.031	.028	.025
2	.033	.029	.026	.024
3	.031	.028	.024	.022
4	.028	.025	.022	.020
5	.027	.023	.020	.018

Years in each Period.	3 per Cent.	4	5	6
6	.026	.022	.019	.016
7	.024	.021	.018	.015
8	.023	.020	.017	.014
9	.021	.019	.016	.013
30	.020	.018	.015	.012
1	.019	.017	.014	.011
2	.018	.016	.013	.010
3	.018	.016	.013	.010
4	.017	.015	.012	.009
5	.016	.014	.011	.008
6	.016	.014	.011	.008
7	.015	.013	.010	.007
8	.014	.012	.009	.007
9	.014	.012	.009	.006
10	.013	.011	.008	.006

A Table of the Amount of 1l. in any Number of Years, not exceeding 100, at 3, 4, 5, 6, 8, per Cent. compound Interest.

Number of Years.	3 per Cent.	4	5	6	8
1	1.03	1.04	1.05	1.06	1.08
2	1.06	1.08	1.10	1.12	1.17
3	1.09	1.12	1.16	1.19	1.26
4	1.13	1.17	1.22	1.26	1.36
5	1.16	1.22	1.28	1.34	1.47
6	1.19	1.27	1.34	1.42	1.59
7	1.23	1.32	1.41	1.50	1.71
8	1.27	1.37	1.48	1.59	1.85
9	1.30	1.42	1.55	1.69	2.00
10	1.34	1.48	1.63	1.79	2.16
11	1.38	1.54	1.71	1.90	2.33
12	1.42	1.60	1.80	2.01	2.52
13	1.46	1.66	1.88	2.13	2.72
14	1.51	1.73	1.98	2.26	2.93
15	1.56	1.80	2.08	2.40	3.17
16	1.60	1.87	2.18	2.54	3.43
17	1.65	1.95	2.29	2.69	3.70
18	1.70	2.03	2.41	2.85	4.00
19	1.75	2.11	2.53	3.02	4.32
20	1.81	2.19	2.65	3.21	4.66
21	1.86	2.28	2.79	3.40	5.03
22	1.92	2.37	2.92	3.60	5.44
23	1.97	2.46	3.07	3.82	5.87
24	2.03	2.56	3.22	4.05	6.34
25	2.09	2.66	3.39	4.29	6.85

Number of Years.	3 per Cent.	4	5	6	8
26	2.16	2.77	3.56	4.55	7.40
27	2.22	2.88	3.73	4.82	7.99
28	2.29	3.00	3.92	5.11	8.63
29	2.36	3.12	4.12	5.42	9.32
30	2.43	3.24	4.32	5.74	10.06
35	2.81	3.95	5.52	7.69	14.78
40	3.26	4.80	7.04	10.29	21.72
45	3.78	5.84	8.98	13.76	31.92
50	4.38	7.11	11.47	18.42	46.90
55	5.08	8.65	14.64	24.65	68.91
60	5.89	10.52	18.68	32.99	101.26
70	5.92	15.57	30.43	59.07	218.61
80	10.64	23.05	49.56	105.80	471.95
90	14.30	34.12	80.73	189.46	1018.91
100	19.22	50.50	131.50	339.30	2199.76

A Table

*A Table shewing the Amount of an Annuity
of 1 l. a Year, in any Number of Years, not
exceeding 40, at 3, 4, 5, 6, 7, 8, per Cent.*

Years.	3	4	5	6	7	8
1	1.00	1.00	1.00	1.00	1.00	1.00
2	2.03	2.04	2.05	2.06	2.07	2.08
3	3.09	3.12	3.15	3.18	3.21	3.25
4	4.18	4.25	4.31	4.37	4.44	4.51
5	5.31	5.42	5.53	5.64	5.75	5.87
6	6.47	6.63	6.80	6.97	7.15	7.33
7	7.66	7.90	8.14	8.39	8.65	8.92
8	8.89	9.21	9.55	9.90	10.26	10.64
9	10.16	10.58	11.03	11.49	11.98	12.49
10	11.46	12.01	12.58	13.18	13.82	14.49
11	12.81	13.49	14.21	14.97	15.78	16.65
12	14.19	15.03	15.92	16.87	17.89	18.98
13	15.62	16.63	17.71	18.88	20.14	21.50
14	17.09	18.29	19.60	21.02	22.95	24.21
15	18.60	20.02	21.58	23.28	25.13	27.15
16	20.16	21.82	23.66	25.67	27.89	30.32
17	21.76	23.70	25.84	28.21	30.84	33.75
18	23.41	25.65	28.13	30.90	34.00	37.45
19	25.12	27.67	30.54	33.76	37.38	41.45
20	26.87	29.78	33.07	36.78	41.00	45.76
21	28.68	31.99	35.72	39.99	44.87	50.42
22	30.54	34.25	38.51	43.39	49.01	54.46
23	32.46	36.62	41.43	46.99	53.43	60.89
24	34.43	39.08	44.50	50.81	58.18	66.76
25	36.46	41.65	47.73	54.86	63.25	73.11

Years.	3	4	5	6	7	8
26	38.55	44.31	51.11	59.15	68.67	79.95
27	40.74	47.08	54.67	63.70	74.48	83.35
28	42.93	49.96	58.40	68.53	80.70	95.33
29	45.21	52.97	62.32	73.63	87.34	103.97
30	47.57	56.08	66.44	79.06	94.46	113.28
31	50.00	59.33	70.76	84.80	102.07	123.35
32	52.50	62.70	75.30	90.89	110.22	134.21
33	55.07	66.20	80.06	97.34	118.93	145.95
34	57.73	69.86	85.07	104.18	128.25	158.62
35	60.46	73.65	90.32	111.43	138.24	172.32
36	63.27	77.59	95.83	119.12	148.91	187.10
37	66.17	81.70	101.62	127.27	160.34	203.07
38	69.15	85.97	107.71	135.90	172.56	220.31
39	72.23	90.41	114.09	145.06	185.64	238.94
40	75.40	95.03	120.80	154.76	199.64	259.06

I beg

I beg Leave to close the whole with a few Observations on the Usefulness of Surveys, and correct Maps of Gentlemens Estates ; and let it be observed, in the *first* place,

That, by such Survey, a Lord may, at any time as it were, look over his Demesnes, and not go out of his Mansion-house ; he may acquaint himself with the Names, the Quantity, the Quality, and Situation of every particular Tenement, as the same is now, or was parcell'd out at the Time of making the Survey : The Houses, Courtlages, Gardens, Orchards, Parks, Warrens, Meadow-Grounds, Arable, Pasture, Groves, Coppices, Brakes, Moors, Commons, together with the exact Quantity of each, and Form in which they lay, are in the Map discovered at one View : As are also, the Timber Trees, Springs and Rills of Water, Mines, Quarries, Roads, Paths, Water-courses, Rocks, Caverns, Gates, Bars and Fences, and every other Thing that is worth remarking on the Estate ; all which are laid down in just Proportion, and at their proper Bearings with respect to the cardinal Points, and also with regard to one another. In short, the Map is no other than the Lands in Miniature ; and, if it be accurately done, the Scale and Compasses will tell the Length of any Hedge, or the Distance between any two Places on the Estate, by applying the same to the Map, as well as the Chain by an actual Mensuration from Place to Place in the Field.

Secondly,

Secondly, As to the Tenements leased out or granted for Terms of Years or Lives; besides all the Advantage and Amusement before-mentioned arising, by having all these neatly laid down in a Map; the Survey-Book will, at one View, discover the Situation, the Tenure, the Term granted out, Date of the Grant, Tenant's Name, Fine on Renewal, Names and Age of the Lives, reserved Rent, Herriots and Services, and other Payments, high and chief Rents issuing out of, or payable to the Lord, in respect of the Manors or Lands; the Rates, Taxes and Assessments, yearly Value of each Inclosure by the Acre, as well as that of the whole Tenement; the Quantity, Quality, Conveniency and Inconveniency of each Parcel or Inclosure, with such other Remarks as a judicious Surveyor thinks proper to insert.

Thirdly, As such Maps and Surveys are thus useful to the Lords of Manors, in whose Time they are made, so are they more especially to their Posterity, the Generations to come; as they will assist them in detecting the Male-practices of their Tenants. It is always the Practice for Lords to reserve Timber-trees, Mines and Quarries, to their own Use; and 'tis too common for Tenants to cut down or spoil the former; and, as much as in them lies, to destroy or discourage the working of the latter: But any Timber-trees that have been cut down, or ruined by topping or paring up; any Orchards or Hop-Grounds that have

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been

been displanted, or suffered to go to Decay; any Coppices that have been destroyed by grubbing up, or neglecting to preserve the young Bud; any Meadow-grounds converted to Arable; any Fences demolished, or Out-boundaries removed; any Water-courses diverted, or Houses let down; in short any Waste or Destruction whatsoever, either in these or any other respects, will, at any time hereafter, by viewing the then State and Condition of the Premises, and comparing it with the Map and Survey, be amply discovered, and the Abuse thereby easily detected.

But, *Fourthly*, Another, and indeed *the chief* Use, that may be made of those Maps and Surveys, is that of fixing and determining the Boundaries of Parishes, Lordships, Manors, Lands and Tenements.

The numberless Disputes that arise betwixt the Lords of Manors, and Owners of Lands, in relation to the Bounds and Fences betwixt them; the Right to Wastes, Water-courses, Timber-trees, Ways, Foot-paths, and many other Privileges and Customs, and the many tedious and expensive Law-suits which are occasioned thereby, plainly evince the Usefulness of any Method that can be found out, for putting a Stop to such Differences, and preserving Peace and good Neighbourhood, which is very often interrupted by a too rigid Adherence to an imaginary Property in Things of a very trifling and insignificant Value.

If any Person wants to be convinced of the Truth of this Observation, let him but attend our Courts of Justice, a good Part of whose Time is generally taken up with deciding Claims to Things of so small Value, that they have been, perhaps on that Account, so long disregarded by both Parties, until 'tis become very difficult to discover which of them is the true Proprietor.

It may seem strange, that Claims so trifling in Value should be so eagerly pursued, and not only divide the Affections, and disjoint the Friendship, which hath long subsisted between the Gentlemen themselves, who have, or at least think they have, some small Interest at Stake; but the whole Neighbourhood are drawn in as Abettors, to one and the other Party: The Tenants of each Manor are immediately alarmed in behalf of their Lord, and too officiously join themselves in his Interest; inform him of every thing they can squeeze out of the other Party, which they think will irritate him, tho' perhaps it do not in the least tend towards a Discovery of his Right; and, if they can recollect a faint Remembrance of some former Passages, which, by Length of Time, are almost worn out of their Memory; their Zeal for the Cause prompts them to supply the Circumstances that are wanting; and, by that means, too often make it speak more to the Purpose than it really should; and, what is still worse, as the Facts, which make out the Title to the Thing in question, are

supported by Evidence of ancient Usage; it is very common for those over-busy Meddlers, to call in their oldest Servants or Workmen, who have been long acquainted with the Place in Dispute; and, after relating the Affair to them two or three times over, and discovering a warm Desire that such Facts as promote their Friend's Interest should be made out; they leave them to lay their Heads together, and refresh their Memories. This Management having such a weak Subject to work upon, and the Distance of the Object, as well as the Dimness of the Understanding, joining in the Deception, too often, without any ill Intention, raises up an Evidence that hath not the least Foundation in Truth and Justice.

How else should it come to pass, that in Causes of *this Nature* especially, the Evidence on Behalf of the different Parties, should so clash with one another? 'Tis very unaccountable, as well as shocking, to hear ancient People, who have a just Abhorrence of the Crime, and would even start at the Name of Perjury, give Evidence on Facts on their own Knowledge, directly contradictory to one another: A Jury, in such Case, are oftentimes left to determine the Property in the Thing contended for, from dark and obscure Circumstances, which are almost as likely to produce a *wrong* as a *right* Decision of the Cause of Action.

But written Evidence is not liable to those Inconveniencies, that will always speak the same Thing; Time can never alter the *Words*, nor the

the Meaning of them ; and so likewise, a Plan or Map of an Estate, if once correct, will always be so : If the Rights and Properties in the Boundaries, Walls, Hedges, Waters, Ways, Paths, Wastes, Timber-trees and the like, be at first justly laid down in a Map ; and especially if in the same two or more fixed or immovable Marks within View, such as Parish-Churches, Castles, or the like, are inserted ; it will then be impossible, that any of those Boundaries, &c. can be removed ; but that the same may be easily discovered by the Map, at any Distance of Time, and reduced again to their former Place.

Nothing is more common, than where a River was anciently the Boundary betwixt two Parishes or Manors, the Stream, by washing away the Banks on one Side, and quitting as much Ground on the other, hath changed its Course ; and by that means the Rights of one of the Parishes, or Manors, may be extended beyond the River ; but where, or how far, may not in a long Tract of Time be so easily discovered. In such Case, the Description in the ancient Deeds or Surveys, how correctly soever they were made, will not decide the Matter in question ; for there ('tis very likely) the Estate is only said to be bounded by the River ; and, in this respect, the Map will likewise be an infallible Guide.

A great deal more might be said to illustrate the great Use of such Draughts or Plans, for preventing Differences betwixt Gentlemen, whose

whose Lands lie contiguous to each other ; by fixing and establishing such lasting Bounds as will not be in the Power of a Knave to vary, nor of Time to obliterate.

But here it may be objected, that supposing this to be good Reasoning, and admitting that the Bounds thus adjusted will be satisfactory to the Gentleman himself, and perhaps to his Posterity ; yet, of what Use will it be ? The Neighbour whose Lands border upon him, will not be concluded by it ; neither can it be given as Evidence in any Court of Law ; and, to what Purpose is it for a Person to put himself to the Expence of adjusting his Bounds, to serve an End which can by no means be brought about thereby ?

That Lines thus drawn by the Privy and Direction of one Party only, who is Owner of the Lands thereby divided, Reason, as well as Law, forbids should be given in Evidence ; but why may not both the Owners of the Lands, thus bordering on each other, join in making such Map ; and, for the better Satisfaction, send their Agents to attend the Artist, while he is taking the Field Copy thereof ; who, at such Places, where any Difficulty arises, may call in the best Evidence that they can, and from thence compromise the Matter, and put an End to all further Disputes about it ?

'Tis highly probable, if this were attempted betwixt such Lords as do already differ about some particular Claims ;, and, if they did, in a friendly Way, call in a neighbouring Gentleman

man or two, that are common Friends to them both, as Mediators betwixt them ; a great deal of Expenſe might be prevented ; and, which is more valuable, Peace and Friendſhip might be preſerved betwixt *them* ; and they might put it out of the Power of their *Poſterity* ever to differ on that Account in Time to come.

Neither are there any Boundaries whatſoever ſo plain and evident, as not to be eſteemed better fixed and eſtabliſhed, by being thus drawn out on Parchment. Rivers will alter their Courſe by Nature, as is before ſhewn ; Fences of all Kinds may be vary'd by Art and Labour ; the ſame Tenant may be in Poſſeſſion of the Tenements on both Sides the Boundaries, and may continue ſuch Poſſeſſion for many Years ; during which, he may, for his Convenience, throw down a decay'd Fence, and ſo obliterate it, as that the Place where it was may not be viſible. I have known ſeveral Inſtances of this Kind, and expenſive Law-ſuits occaſioned thereby, which might have been prevented by ſuch an eſtabliſhed Plan as I am recommending.

When a Map is thus made and agreed to by all the Parties, that are any way intereſted in the Affair, who, it is to be preſumed, will each of them have an original Draught thereof ; what ſhould then hinder its being a concluſive Evidence for ever to the Owners of ſuch Lands ? Surely, the Lawyers (if they do not diſcourage it on account of its Tendency to leſſening
their

their Practice) will easily find out a Method of its being admitted as such.

Experience shews, that not only the Lords that are entitled to the Inheritance of Lands, differ about their distinct Rights, but a great many Controversies arise betwixt one Tenant and another, in the same Manor, about their Rights and Privileges, in respect of their several Tenements; and Law-suits, likewise, often ensue on those particular Claims.

A correct Map of those Manors, particularly setting forth the Boundaries of each Tenement, and the peculiar Privilege thereto belonging, established by a Jury of Tenants, in the Court of the Manor, by annexing it to the Court-Roll, or by such other Method as might be conclusive to all the Tenants, and qualify it to be given in Evidence; would put a short End to all Disputes of this Kind, and prevent any from growing up in Time to come.

Fifthly, Another Use of Maps is this; namely that thereby a Lord may see how a Tenement, too large for one Tenant, may be conveniently divided; or how two small Tenements may, with Advantage, be laid together: By this he will be enabled to guard against any ill Designs that a Tenant may have in View, when he applies to take some particular Parcels, by which perhaps he intends only to distress him, by rendering a Part of the Remainder unfit to be lett at all; and afterwards refusing it at any, but a very undervalued Rate, and

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at last, consuming the Fruits by way of Trespafs.

Sixthly, The preserving the Identity of Things is another good Use of this Way of describing them. Tenements, as well as the several Parcels of the same Tenement, in some Places vary their Names, with every new Occupier; and this causes such Confusion in the Accounts of Stewards, that 'tis very difficult to compare any *former*, with the *present* Stewards Books. Ancient Title-Deeds, wherein divers Tenements are included, are by this means unintelligible; and when some Part of a Tenement appears in an old Settlement, under the Names of the several Parcels or Inclosures, it sometimes happens, that before the Uses in the Settlement are all spent, 'tis impossible to find out the Part intended to pass thereby.

Thus again, a Survey of a Manor made two or three Generations ago, without any Map annexed thereto, can hardly at all, at least not without a vast deal of Difficulty, be understood at this time; this occasions a vast deal of Confusion, and renders those Surveys, which would otherwise be very valuable, of no Use at all.

Another Reason for preserving the particular Parcels of each Tenement is this: A Tenant sometimes holds two Tenements by different Leases, one of which determines before the other; perhaps there hath been an Unity of Possession for 60 or 70 Years; and, as nobody is acquainted with the Affair but himself, it

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may

may be in his Power, undiscovered, to hold out some Parts of the Tenement that is fallen into Hand, (as the two lie contiguous to each other) until the Expiration of his other Lease. Many other Abuses and Impositions of this kind may be successfully practised by Tenants to the Prejudice of the Lord, (especially where neither himself nor his Steward live on the Spot) unless he be furnished with a Map of the Manor, and of the several Tenements thereof.

The only Objection that can be made against surveying and mapping Estates, is that of the Expence that attends it; and this will, I believe, on mature Consideration, be thought much over-balanced by the Benefit that will accrue thereby: But, if any Gentleman still thinks otherwise, let him look back into the Accounts and Transactions of his Predecessors, and see whether he cannot discover in every 7 Years, some Fraud or Destruction committed by Tenants, &c. which might have been prevented by the Assistance of such a Map, purchased at half the Expence; and let him also consider, that once doing it, does it effectually for the Use of his latest Posterity.

F I N I S.

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